

# AGENDA <sup>\*</sup>Revised

*Housing Authority Consent item II.4 has been removed for further review*

## **Thursday, September 19, 2019 - 10:00 AM** **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2019-86

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **I. HOUSING AUTHORITY PRESENTATION**

1. Presentation Naming the Pleasant Ave. Veterans Housing Project - **Clayton Mohr Commons** (Jill Smith, Housing Authority Director)

### **II. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval to Apply for Family Unification Program Vouchers through the Notice of Funding Availability Years 2019 and 2020
2. Approval to Apply for the U.S. Department of Housing and Urban Development Family Self Sufficiency Grant Renewal Funding
3. In the Matter of Writing off Uncollectible Accounts for the First Quarter of Fiscal Year 2020
- \*4. **REMOVED** - Request Approval of the Hillside Park Master Plan Design Concept

### **III. PRESENTATION** *(Following are items of interest to the citizens of the County)*

1. Proclaiming American Legion Day in Clackamas County (Commissioner Humberston)

**IV. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**V. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

**A. Health, Housing & Human Services**

1. Approval of a Grant Agreement with Clackamas Women’s Service for Emergency Transitional Housing Services – *Social Services*
2. Approval of Amendment No. 1 to the Agency Services Contract with Lifeworks Northwest for Intensive Community Treatment Services – *Behavioral Health*
3. Approval of Amendment No. 1 to the Agency Services Contract with Lifeworks Northwest for Early Assessment and Support Alliance Services – *Behavioral Health*
4. Approval for a Revenue Agreement No. 9456 with CareOregon for Financial Support for Pediatric Dental Services at the New Gladstone Dental Clinic – *Health Centers*
5. Approval of an Intergovernmental Agreement with Washington County for Public Health Modernization within the Communicable Disease Program – *Public Health*
6. Approval to Accept the Award for Strategic Prevention Framework, Partnerships for Success through the Office of Substance Abuse and Mental Health Services (SAMHSA) – *Children, Family & Community Connections*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 1 to the Supplemental Project Agreement No. 33150 with Oregon Department of Transportation for the Clackamas County Regional Freight Intelligent Transportation System Project

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Contract Renewal with the US Department of Army Corp of Engineers and the Clackamas County Sheriff’s Office for Use of Property Located Near Willamette Falls Locks - *CCSO*

**D. Disaster Management**

1. Approval of a Memorandum of Agreement between Clackamas County and the Estacada School District for Emergency/Disaster Related Use of Estacada High School

**E. Business & Community Services**

1. Resolution No. \_\_\_\_\_ Approving the Designation of the North Urban Clackamas County Enterprise Zone – *Economic Development*
2. Approval of Amendment No. 2 to an Intergovernmental Agreement with the City of Gladstone to Provide Library Director Services

**F. Community Corrections**

1. Approval of Intergovernmental Agreement No. 5874 between the State of Oregon, Department of Corrections and Clackamas County for Substance Abuse Programs for the 2019-2021 Biennium

**G. Juvenile Department**

1. Approval of Amendment No. 4 to the Intergovernmental Agreement with the State of Oregon, Department of Human Services for Title IV-E Funding Reimbursements for Juvenile Department Programs

**H. Technology Services**

1. Approval for a Fiber Lease Agreement with the Cascade Access LLC for a Dark Fiber Connection to Barton Park
2. Approval of an Intergovernmental Agreement between Clackamas County Broadband eXchange and the City of Sandy for Conduit Placement
3. Approval of Amendment No. 11 to the Agreement between Clackamas County and Workforce Software LLC for Timekeeping Software Maintenance and Support – *Procurement*
4. Approval of Brand Standardization for Atos/Unify Equipment and software for the Enterprise Telecommunication Network – *Procurement*

**VI. DEVELOPMENT AGENCY**

1. Granting a Permanent Access Easement to Sam Allen Motel Properties, LLC

**VII. WATER ENVIRONMENT SERVICES**

1. Approval of a Joint Funding Agreement between Water Environment Services and the U.S. Geological Survey for Johnson Creek Monitoring
2. Approval of a Joint Funding Agreement between Water Environment Services and the U.S. Geological Survey for Tualatin River Monitoring

**VIII. COUNTY ADMINISTRATOR UPDATE**

**IX. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>**

September 19, 2019

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Informing the Board of the selection of Clayton Mohr Commons as the name of the new  
Veteran's Housing Project at 399 Caufield Street in Oregon City

<b>Purpose/Outcomes</b>	Informing the Board of the selection of Clayton Mohr Commons as the name of the new Veteran's Housing Project at 399 Caufield Street in Oregon City	
<b>Dollar Amount and Fiscal Impact</b>	\$7,216,628	
<b>Funding Source(s)</b>	HOME Funds	\$500,000
	FHLB	\$750,000
	Meyer Memorial Grant	\$470,385
	Clackamas County CDBG	\$240,000
	Home Depot Grant	\$277,172
	Home Depot Gift Cards	\$30,796
	Permanent Loan	\$2,291,000
	GHAP	\$2,400,000
	Deferred Development Fee	\$257,275
<b>Duration</b>	Anticipated opening date November 2019	
<b>Previous Board Action</b>	Project update and Housing Assistance Payment (AHAP) contract approval request was brought to the Board on May 15, 2018	
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and affordable housing</li> <li>2. Ensure safe, healthy and secure communities</li> </ol>	
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336	
<b>Contract Number</b>	N/A	

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department has selected Clayton Mohr Commons, as the name of the Veteran's Housing Project at 399 Caufield Street, in Oregon City. Clayton Mohr Commons will provide 24 new units of housing for Veterans and their families near services like transit, grocery stores and health care providers.

In September 2018, staff from the Housing Authority, Social Services and Public & Government Affairs, created a nomination process allowing the public to participate in naming the housing development after a local veteran. Forty-nine (49) Veterans were nominated and considered. The committee was made up of staff from the Housing Authority, County and local veterans. The committee considered the following criteria:

- Veteran living & volunteering to help fellow veterans and/or the community
- Local affiliation
- Not previously recognized or who did not already have a building named after them
- Recognize rank and file military members and not only high-ranking military members

The selection committee chose their top five candidates, and made the decision to honor each nominated veteran with a plaque inside the building. After additional vetting, the decision was made to name the housing project after Clayton Mohr. Mr. Mohr was nominated by his daughter, Tiffany Shireman, who said:

“My father, Clayton Mohr, served his country honorably in the U.S. Navy like his father and uncles before him. He speaks frequently of the role of the U.S. Navy in his life. It provided him structure, purpose and education at a time in his life when all three of those were lacking. Clayton is a person who, given every opportunity as an adolescent to choose a wayward path, leaned into military service and allowed it to help shape his future. Despite having a military service connected disability, he has focused countless hours of volunteer work on veterans and veterans' needs. Clayton is a strong advocate of veterans' needs and, in the past ten years, has been active with the local chapter of the Disabled American Veterans (DAV). He drives other disabled veterans to appointments, attends funeral services for veterans who died without any known relatives, fundraises for vans to transport veterans to medical appointments, and participates in other veterans' advocacy events. Clayton is a man who gives -- he gives his time, money, and spirit to causes like the needs of Bluewater sailors and veterans who lack adequate transport to access medical care. Please consider Clayton strongly for this honor. He is one of the quiet few who sits outside of the bright lights that garner attention. He is an example of what makes our county and our country strong.”

The property is scheduled to open in November and a grand opening ceremony is planned for November 13<sup>th</sup> at 11:00 am.

**RECOMMENDATION:**

The Housing Authority of Clackamas County wishes to recognize and honor Mr. Clayton Mohr.

Respectfully submitted,



*Richard Swift, Deputy Director / FOR*

Richard Swift, Director  
Health, Housing and Human Services

# Clayton Mohr Commons Veterans' Project



## About Clayton Mohr Commons Veterans' Housing

Clayton Mohr Commons will provide housing for veterans at or below 30% of the area median income. Home to the third largest veteran population in the state, Clackamas County has a long established goal to serve veterans and end veteran homelessness. Clayton Mohr Commons Veterans Housing is a 24-unit, fully subsidized project, serving chronically homeless and severely low-income veterans and their families. Located in the heart of Oregon City, directly between HACC and Clackamas County Veteran Services offices, the site is near resources for veterans and their families including community amenities like transit, grocery stores and health care providers.

The project was awarded as part of an innovative design process, under Meyer Memorial's Affordable Housing Initiative, Cost Efficiency/ Innovative Strategy.

When complete, HACC will take on operations and resident services for the property. As the primary veteran services source for Clackamas County, HACC is uniquely positioned and equipped to ensure residents are provided the best opportunity to succeed and remain housed.

## Amenities

- \* Laundry Center
- \* Nature-based playground
- \* Outdoor seating area
- \* Frequent service bus access
- \* Community Room and kitchen
- \* Manager's Office
- \* Preservation of Heritage White Oak
- \* Resident Services/Case Mgmt Offices



[www.clackamas.us/housingauthority](http://www.clackamas.us/housingauthority)

Housing  
Authority of  
Clackamas  
County

13900 S. Gain Street  
Oregon City, OR 97045  
503-655-8267

## Development Profile

- Location:** Pleasant Avenue, Oregon City  
**Owner:** Housing Authority of Clackamas County  
**Developer:** Northwest Housing Alternatives  
**Unit overview:** 24 total units\*

4 Studio	\$1,026
12 1 bed	\$1,132
8 2 bed	\$1,330

\*Includes 10 VASH Vouchers & 14 Project Based Voucher units

## Financing:

<u>Sources</u>	<u>Amounts</u>
HOME Funds	\$500,000
FHLB	\$750,000
Meyer Memorial Grant	\$470,385
Clackamas County CDBG	\$240,000
Home Depot Grant	\$277,172
Home Depot Gift Cards	\$30,796
Permanent Loan	\$2,291,000
GHAP	\$2,400,000
Deferred Development Fee	\$257,275
<b>Total</b>	<b>\$7,216,628</b>
	\$300,693/unit

## Project Uses:

Acquisition	\$381,325	5.4%
Construction	\$4,614,839	65.2%
Development	\$2,081,266	29.4%

## Timeline:

The project will begin in September 2018, with completion scheduled for delivery November 2019.

September 19, 2019

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to apply for Family Unification Program Vouchers through the  
Notice of Funding Availability Years 2019 and 2020

<b>Purpose/Outcomes</b>	Approval to apply for Family Unification Program vouchers
<b>Dollar Amount and Fiscal Impact</b>	Applying for fifty vouchers; total dollar amount is based upon HUD award. Individual voucher worth \$9,912/year
<b>Funding Source</b>	U.S. Department of Housing and Urban Development No County General Funds
<b>Duration</b>	10/24/2019 – 10/23/2020 (Annually Renewable)
<b>Previous Board Action</b>	2017 & 2018 FUP grant approved by the HACC Board of Commissioners on May 17, 2018
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and affordable housing</li> <li>2. Increased self-sufficiency for our clients</li> <li>3. Ensure safe, healthy and secure communities</li> </ol>
<b>County Counsel</b>	N/A
<b>Contact Person</b>	Jill Smith - Executive Director, Housing Authority 503-742-5336
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for fifty (50) Family Unification Program (FUP) Vouchers. FUP is a program that serves two groups:

1. Families who lack adequate housing and is the primary factor in the placement of the family's children in out-of-home care; or lack of adequate housing is delaying discharge of a child back to the family from out-of-home care; and
2. Youth not more than 24 years of age who left or are leaving foster care and are at risk of becoming homeless.

FUP Vouchers provide housing assistance under the Housing Choice Voucher program in partnership with the State Child Welfare Agency. The vouchers can be used to unify children with parents and/or to aid children who have left foster care (16-24 years old), providing monthly rental assistance with services to help youth become part of a stable home and work towards self-sufficiency.

**RECOMMENDATION:**

Staff recommends the Board's approval to apply for FUP Vouchers. Additionally, staff recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the FUP Notice of Funding Availability.

Respectfully submitted,

 Deputy Director/For

Richard Swift, Director  
Health, Housing and Human Services

*Healthy Families. Strong Communities.*

September 19, 2019

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to apply for the U.S. Department of Housing and Urban Development  
Family Self Sufficiency Grant Renewal Funding

<b>Purpose/Outcomes</b>	Approval to apply for Family Self Sufficiency renewal funding through the U.S. Department of Housing and Urban Development
<b>Dollar Amount and Fiscal Impact</b>	\$99,286/year
<b>Funding Source</b>	U.S. Department of Housing and Urban Development No County General Funds
<b>Duration</b>	1/1/2019 – 12/31/2019 (Annually Renewable)
<b>Previous Board Action</b>	FSS Grant approved by the HACC Board of Commissioners on September 20, 2018
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and affordable housing</li> <li>2. Increased self-sufficiency for our clients</li> <li>3. Ensure safe, healthy and secure communities</li> </ol>
<b>Counsel Review</b>	N/A
<b>Contact Person</b>	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
<b>Contract No.</b>	N/A

**BACKGROUND:**

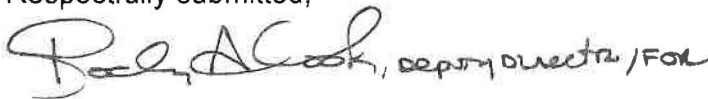
The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for the renewal of its Family Self Sufficiency (FSS) Program grant. The FSS renewal will provide twelve months of funding for 1.5 staff salary and benefits. The renewal amount is \$99,286.

HACC has utilized this funding since 1999 to maintain its FSS Coordinator positions. The purpose of the FSS program is to help voucher families progress toward self-sufficiency and establish escrow accounts for money management, homeownership, and education in the future. The FSS coordinator assures that program participants are linked to the supportive services they need to achieve self-sufficiency. The FSS renewal grant does not require matching funds. No County General Funds are needed.

**RECOMMENDATION:**

Staff recommends the Board authorize HACC to apply for the FSS Renewal Grant. Additionally, staff recommend the HACC Board authorize Jill Smith, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the FSS Grant renewal.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services



September 19, 2019

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the First Quarter of Fiscal Year 2020

<b>Purpose/Outcomes</b>	Approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2020
<b>Dollar Amount and Fiscal Impact</b>	\$9,535.66 in total collection losses.
<b>Funding Source</b>	N/A
<b>Duration</b>	July 1, 2019 – September 30, 2019
<b>Previous Board Action</b>	Fourth quarter collection losses were approved by the Housing Authority Board of Commissioners on June 20, 2019
<b>Strategic Plan Alignment</b>	1. Efficient & effective services 2. Build Public Trust through good government
<b>Counsel Review</b>	N/A
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2020 (July 1, 2019 – September 30, 2019). The uncollectible amounts are detailed on the attached worksheets.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the first quarter of fiscal year 2020 will be \$9,535.66. Of the total, \$9,346.81 is for Low Rent Public Housing, \$188.85 is for Local Project Fund. Of the total first quarter write offs, \$407.72 was for uncollected rents and \$9,127.94 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

**RECOMMENDATION:**

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352

[www.clackamas.us/community\\_health](http://www.clackamas.us/community_health)

LRPH

Collection Loss for the period of

7/1/2019 to 9/30/2019  
First Quarter of Fiscal Year 2020

Unit #	SS #	Name	Rent	Sundry	Total
			-	1,271.84	\$ 1,271.84
			350.79	552.91	\$ 903.70
			-	5,528.78	\$ 5,528.78
			(4.72)	583.77	\$ 579.05
			-	436.30	\$ 436.30
			61.65	565.49	\$ 627.14
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Write-off</b>			<b>407.72</b>	<b>8,939.09</b>	<b>9,346.81</b>

*Betty McKee*  
Accounting Specialist 1 - Betty McKee

*Jason Kirkpatrick*  
Deputy Director of Finance - Jason Kirkpatrick

*Jill Smith*  
Executive Director - Jill Smith

LPF

Collection Loss for the period of

7/1/2019

to

9/30/2019

First Quarter of Fiscal Year 2020

Unit #	SS #	Name	Rent	Sundry	Total
[REDACTED]	[REDACTED]	[REDACTED]	-	188.85	\$ 188.85
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Write-off</b>			-	<b>188.85</b>	<b>188.85</b>

  
 Accounting Specialist 1 - Betty McKee

  
 Deputy Director of Finance - Jason Kirkpatrick

  
 Executive Director - Jill Smith

September 19, 2019

Housing Authority Board of Commissioners  
Clackamas County

**REMOVED**

Members of the Board:

Request Approval of the Hillside Park Master Plan Design Concept

<b>Purpose/Outcomes</b>	Approval of the Hillside Park Master Plan Design Concept
<b>Dollar Amount and Fiscal Impact</b>	The Hillside Master Plan process was funded by a Metro Planning Grant in the amount of \$214,000
<b>Funding Source(s)</b>	Metro Community Planning and Development Grant
<b>Duration</b>	June 2018 through present
<b>Previous Board Action</b>	The Board received updates by Policy Session on the Hillside Park Master Plan on July 9, 2019 and August 8, 2019
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336
<b>Contract Number</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department request approval of the Hillside Park Master Plan Design Concept.

Hillside Park is a public housing community serving extremely low income families and individuals. The site consists of 100 units at the end of their useful life. The 16-acre site where Hillside Park is located is underutilized and ideal for reinvestment to ensure long-term affordability and new mixed use and mixed-income housing.

In November 2017, the Housing Authority of Clackamas County (HACC) was awarded \$214,000 in funding from Metro for the Master Plan for the redevelopment of the Hillside Public Housing community including the following deliverables that lead to the vision for the site:

- Outreach/Communications (public involvement) Strategy
- Detailed site analysis
- Development capacity and market analysis
- Preferred Concept Design
- Financial Feasibility and Pro Forma Analysis
- Financing Plan for Federal, State, and local funding applications
- Economic Impact Analysis for job creation and economic opportunities
- Health Impact Analysis

HACC will use the Master Plan to leverage federal, state and local funding opportunities including the Rental Assistance Demonstration (RAD) program for Public Housing properties, HUD Section 18 Demolition/Disposition program, Metro Affordable Housing Bond, Low Income Housing Tax Credits (LIHTC), New Markets Tax Credits (NMTC), and a variety of local and national funding and grant opportunities. Each of these funding programs require significant site planning, community engagement, and financial feasibility modeling in order to be competitive.

The Master Plan for Hillside officially kicked off on June 27, 2018 at the Housing Authority's 80th Anniversary Celebration. Public engagement for the plan included:

- Stakeholder Interviews
- Hillside Resident Listening Session
- Hillside Site Investigations
- Community Visioning Workshops
- Sustainability Workshop
- Hillside Park Door to Door Outreach
- Community Design Workshop
- Community Open House – 3 Design Concepts
- Final/Wrap Up meeting with Residents and Community (late September 2019)

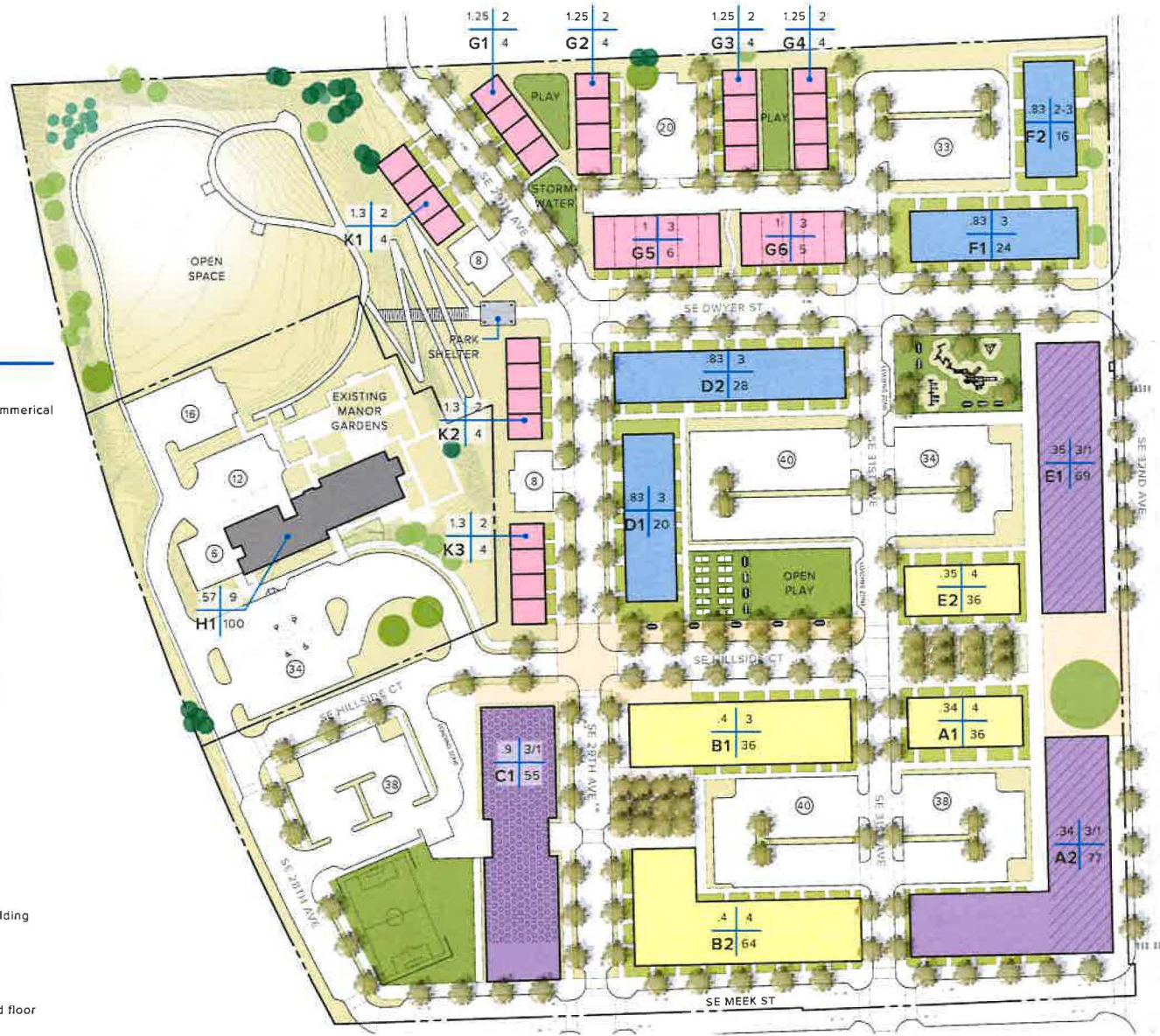
**RECOMMENDATION:**

Staff recommends the Board approve the Hillside Master Plan Design Concept.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift, Deputy Director / FOR". The signature is written in a cursive, flowing style.

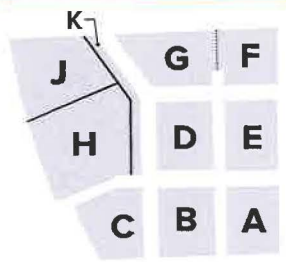
Richard Swift, Director  
Health, Housing and Human Services



**LEGEND**

- parking ratio
- # of stories / over commercial
- # of units
- Building
- Proposed New Tree
- Existing Deciduous
  - <12"
  - >12"
  - >30"
- Existing Conifer
  - <12"
  - >12"
  - >30"
- Townhouse
- Walk-Up Apartment
- Apartment Building (residential all floors)
- Mixed-Use Apartment Building
- Commercial ground floor
- Community center ground floor

**KEY PLAN**



**TABULATIONS**

Lot A	= 1.25 ac	100 du/ac
Lot B	= 1.39 ac	71 du/ac
Lot C	= 1.36 ac	40 du/ac
Lot D	= 1.38 ac	34 du/ac
Lot E	= 1.29 ac	81 du/ac
Lot F	= 1.05 ac	38 du/ac
Lot G	= 1.52 ac	17 du/ac
Lot H	= 2.68 ac	37 du/ac
Lot J	= 1.95 ac	0 du/ac
Lot K	= 0.85 ac	14 du/ac
<b>Total</b>	<b>= 14.72 ac</b>	
Hillside Manor (existing)	= 100 units	
Hillside Park (replacement units)	= 100 units	
<b>Net New Units (to be developed)</b>	<b>= 400 units</b>	
<b>Grand Total</b>	<b>= 600 units</b>	
Off-street parking	= 327 stalls	
On-street parking	= 163 stalls	
<b>Total</b>	<b>= 500 stalls</b>	



## ***Proclaiming American Legion Day In Clackamas County***

**Whereas**, the American Legion was chartered by Congress in 1919 on September 16<sup>th</sup> as a wartime veterans organization based on the four pillars of Veterans Affairs and Rehabilitation, National Security, Americanism, and Children & Youth; and

**Whereas**, over the years, the American Legion has become a preeminent community-service organization which now numbers more than 2.5 million members – men and women – in over 14,000 American Legion posts worldwide working a variety of programs that support the four pillars and benefit our nation's veterans, its service members, their families, the youth of America and its citizens; and

**Whereas**, in Oregon there are over 27,000 members of the American Legion Family, including several Posts in Clackamas County where members take pride in their work for veterans, children and the community; and

**Whereas**, the members of the American Legion are dedicated to upholding the ideals of freedom and democracy, while working to make a difference in the lives of fellow Americans; and

**Whereas**, the 100<sup>th</sup> observance of American Legion Day provides an opportunity to recognize and congratulate the members of the American Legion in our community.

**Now, therefore, the Clackamas County Board of Commissioners** do hereby proclaim September 16<sup>th</sup> as American Legion Day in Clackamas County. We encourage all citizen to join us in celebrating the contributions from the American Legion and acknowledge their 100 years of service.

**Dated** this 19<sup>th</sup> day of September, 2019

### **CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

Jim Bernard  
Chair

Sonya Fischer  
Commissioner

Ken Humberston  
Commissioner

Paul Savas  
Commissioner

Martha Schrader  
Commissioner

September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Agreement with Clackamas Women's Services for  
Emergency Transitional Housing Services

<b>Purpose/Outcomes</b>	Agency will provide emergency motel vouchers for 85 low-income and high-risk households during each year of funding.
<b>Dollar Amount and Fiscal Impact</b>	\$95,000 in the first term, with two (2) additional one-year optional renewals, for a \$300,000 contract maximum.
<b>Funding Source</b>	FY 19-20 Affordable Housing Services Fund. County General Funds are involved.
<b>Duration</b>	Upon signature through June 30, 2020
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Counsel Review</b>	Approved on 9-3-19.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	9436

**BACKGROUND:**


The Social Services Division of the Health, Housing and Human Services Department requests approval of a Grant Agreement with Clackamas Women's Services (CWS). CWS provides services for victims of domestic violence, and the funds will allow the agency to develop and administer a program that mitigates the risk of homelessness for vulnerable members of the County through the provision of emergency motel vouchers for low-income and high-risk households during each year of funding. This agreement is effective upon signature through June 30, 2020, with two (2) additional one-year optional renewals until June 30, 2022, dependent on agency performance, and with the approval of Board of County Commissioners, for a \$300,000 total contract maximum. The funding source is County General, Affordable Housing Services Fund.



**RECOMMENDATION:**

Staff recommends the approval of this agreement, and that Richard Swift, H3S Director, be authorized to sign all documents necessary on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,

 *Richard Swift, Deputy Director / For*

Richard Swift, Director  
Health, Housing and Human Services Department



**CLACKAMAS COUNTY  
GRANT AGREEMENT FOR TRANSITIONAL HOUSING FOR SURVIVORS OF DOMESTIC  
AND SEXUAL VIOLENCE**

This grant agreement for transitional housing for survivors of domestic and sexual violence ("Contract") is entered into between Clackamas Women's Services ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of the Health, Housing and Human Services Department.

**ARTICLE I.**

**1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2020. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured. Based on the Contractor's performance, and with the approval of the Clackamas County Board of Commissioners, this contract may be extended for up to an additional two (2) years of funds.

**2. Scope of Work.** Contractor will provide the following personal/professional services: develop and administer a program that mitigates the risk of homelessness for vulnerable members of the County through the provision of emergency motel vouchers for at least 85 low-income and high-risk households during each year of funding ("Work"), further described in **Exhibit A**, attached hereto and incorporated by this reference herein.

**3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Ninety-Five Thousand dollars (\$95,000) for accomplishing the Work, as further detailed in Exhibit A. The parties may, upon mutual written consent and upon Contractor's successful completion of the performance objectives in Exhibit A, extend this Contract for two (2) additional one-year terms. County agrees to pay Contractor for the two (2) additional one-year terms as follows:

Year 2	One Hundred Thousand dollars (\$100,000);
Year 3	One Hundred Five Thousand dollars (\$105,000)

The maximum amount payable to Contractor under this Contract, including the optional renewals, is Three Hundred Thousand dollars (\$300,000.00). If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit A**.

**4. Travel and Other Expense.** Authorized:  Yes  No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html> Travel expense reimbursement is not in excess of the not to exceed consideration.

**5. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, **Exhibits A, B, and C, and Attachment 1**.

**6. Contractor Data.**

**Applicant:** Clackamas Women's Services  
**Address:** 256 Warner Milne Rd., Oregon City OR, 97045  
**EIN:** 93-0900119  
**DUNS #:** 959059759

**Contractor Contract Administrator:** Kira Meyrick  
**Phone No.:** 503-908-9406  
**Email:** [kiram@cwssor.org](mailto:kiram@cwssor.org)

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

Contractor shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State, or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. Contractor

agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable local, State, or Federal funding requirements.

5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Rd, Oregon City, OR 97045 or [jdiridoni@clackamas.us](mailto:jdiridoni@clackamas.us) or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- 20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger

performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

- 21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** To the extent applicable, the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, are made a part of this Contract.

28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Clackamas Women's Services

Clackamas County

  
Authorized Signature \_\_\_\_\_ Date 8.23.19

Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Melissa Erlbaum, Executive Director  
Name / Title (Printed)

Signing on Behalf of the Board

211960-19  
Oregon Business Registry #

nonprofit Pub.2 Benefit  
Entity Type / State of Formation

Richard Swift, Director \_\_\_\_\_ Date  
Health, Housing and Human Services  
Approved as to Form:

 \_\_\_\_\_ 09/03/2019  
County Counsel \_\_\_\_\_ Date



September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #01 to Agency Services Contract with Lifeworks Northwest for  
Intensive Community Treatment Services

<b>Purpose/ Outcomes</b>	To provide Intensive Community Treatment services (formerly known as Non-Fidelity Assertive Community services) to Clackamas County residents enrolled with Health Share of Oregon for their Oregon Health Plan (OHP) benefits.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$151,173 to the contract value, increasing the maximum contract value to \$1,651,173.
<b>Funding Source</b>	State of Oregon, Oregon Health Plan funds. No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2020
<b>Previous Board Action</b>	Contract reviewed and approved by the Board July 12, 2018, Agenda Item 071218-A11.
<b>Counsel Review</b>	Counsel reviewed and approved Amendment July 16, 2019.
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
<b>Contract No.</b>	#8850

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests approval of Amendment #01 to Agency Services Contract #8850 with Lifeworks Northwest. This Contract provides Intensive Community Treatment (ICT) services for adults eighteen (18) years of age and older with diagnoses of nonorganic psychosis, bipolar or long-term depression, with severe functional impairment. Clients may have complicating medical conditions; co-occurring substance abuse disorders and/or a developmental disability; and have avoided or not responded well to traditional outpatient mental health care and psychiatric rehabilitation services.

An interdisciplinary team provides Intensive Community Treatment Services, which ensures service availability twenty-four (24) hours per day, seven (7) days per week. Service components of the ICT model include: initial and on-going assessments; psychiatric services; case management; employment and housing assistance; family support and education; substance abuse services; and other supports and services critical to the individual's ability to live independently in the community.

Program activities are designed to: promote symptom stability and appropriate use of medication; restore personal, community living and social skills; promote and maintain physical health; establish access to entitlements, housing, work, and social opportunities; and promote and maintain the highest possible level of functioning in the community.

The Behavioral Health Division (BHD) has collaborated with Lifeworks Northwest for behavioral health services since 2005. In addition to ICT services, BHD currently contracts with LifeWorks Northwest to provide Supported Employment Services, Intoxicated Driver Program Fund Services, Early Assessment and Support Alliance Services, and outpatient mental health and substance abuse services.

This Amendment, which adds \$151,173 to the value of the Contract, is effective upon signature and continues through June 30, 2020.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorization for Richard Swift, H3S Director, to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Richard Swift, Deputy Director / FOR".

Richard Swift, Director  
Health, Housing and Human Services

**Contract Amendment #01**  
**Clackamas County, acting through its Health, Housing, and Human Services Department,**  
**Behavioral Health Division**

H3S Contract Number: 8850 Board Agenda Number: \_\_\_\_\_

and Board date: \_\_\_\_\_

Division: Behavioral Health

Amendment No. 01

Contractor: LifeWorks Northwest

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes:            Scope of Services            Contract Budget/Compensation  
                          Contract Term                Other Name of services

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This Amendment #01 is entered into between LifeWorks Northwest (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on July 16, 2018 (“Contract”), as amended.

**Justification for Amendment:**

This Contract provides **Intensive Community Treatment Services** for adults ages eighteen (18) years and up with diagnoses of nonorganic psychosis, bipolar or long-term depression, with severe functional impairments. Clients may have complicating medical conditions; co-occurring substance abuse disorders and/or a developmental disability; and who have avoided or not responded well to traditional outpatient mental health care and psychiatric rehabilitation services.

This Amendment #01 adds funds to the Contract and changes the name of the services from Intensive Case Management (ICM) Services to Intensive Community Treatment (ICT) Services.

The maximum compensation of this Contract is **increased to \$1,651,173.00** with the addition of \$151,173.00 through this Amendment.

This Amendment #01 is effective **upon signature** and continues through **June 30, 2020**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

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**AMEND Section 1.0 of the Contract, Engagement:**

County hereby engages Contractor to provide **Intensive Case Management (ICM) services** (formerly called Non-Fidelity Assertive Community (ACT) services) as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which Contractor will contract with County to provide ICM services to clients.

**TO READ:**

County hereby engages Contractor to provide **Intensive Community Treatment (ICT) services** (formerly called Non-Fidelity Assertive Community (ACT) services) as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which Contractor will contract with County to provide **ICT** services to clients.

**AMEND Section 3.1 of the Contract, Compensation:**

3.1 Compensation. County shall compensate Contractor as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to Contractor shall not exceed **\$1,500,000.00**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

**TO READ:**

3.1 Compensation. County shall compensate Contractor as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to Contractor shall not exceed **\$1,651,173.00**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

**REPLACE Exhibit B of Contract, Scope of Work, with:**

**EXHIBIT B  
SCOPE OF WORK**

**1. Program Description**

**Intensive Community Treatment (ICT) services** for adults ages 18 and up with diagnoses of nonorganic psychosis, bipolar or long-term depression; with severe functional impairments; who may have complicating medical conditions, co-occurring substance abuse disorders and/or a developmental disability; and who have avoided or not responded well to traditional outpatient mental health care and psychiatric rehabilitation services.

*ICT* services are provided by an interdisciplinary team that ensures service availability 24 hours a day, 7 days per week and is prepared to carry out a full range of treatment functions wherever and whenever needed. The Contractor must have a low staff to client ratio (not to exceed 1:15) and a “whatever it takes” community-based service delivery approach. Services will be flexible, adapting to each person’s changing needs and personal recovery goals. Individual are referred to the *ICT* team when it has been determined that the individual's needs are so pervasive and/or unpredictable that they cannot be met effectively by any other combination of available community services.

Service components of an *Intensive Community Treatment* model shall include:

- Initial and on-going assessments
- Psychiatric services
- Case management
- Employment and housing assistance
- Family support and education
- Substance abuse services
- Other supports and services critical to the individual’s ability to live independently in the community

To increase each individual’s success in community living, the Contractor will operate in close collaboration with families, providers of physical health care, psychiatric inpatient units, alcohol and drug treatment services, law enforcement and justice, housing, social services, shelter services, employment services and educational programs. Contractor will ensure staff attendance and coordination with Treatment Courts for any clients enrolled in Drug Court or Mental Health Court.

The Contractor will include activities designed to: promote symptom stability and appropriate use of medication; restore personal, community living and social skills; promote and maintain physical health; establish access to entitlements, housing, work, and social opportunities; and promote and maintain the highest possible level of functioning in the community.

Measurable outcomes will be jointly negotiated between County and Contractor at a future date.

## **2. Program Performance Measures**

At a minimum, Contractor shall track the performance measures identified below and detailed in program instructions prepared by County and incorporated into this agreement by reference.

Program Goal	Performance Measure	Target # or %	Monthly Source
Maintain required access for routine, urgent and emergent appointments	Percent of individuals receiving routine initial appointments within 14 days of request	Target: 100%	Provider access reports  Secret shopper calls  Anecdotal information from clients and other partners, crisis lines
Ensure adequate and timely follow-up care for consumers after discharge from a hospital for mental illness	Percent of consumers who have an ambulatory mental health visit within seven (7) days of hospital discharge	Target: 90%	HSO Claims Data
Improve outcomes by the use of Treat to Target tools	Percent of consumers that have reached the target number of treatment sessions with positive outcomes  Percent of consumers served that are evaluated using an outcomes measurement instrument.	Target: 50%  Target: 50%	ACORN data or new treat to target outcome measures developed and implemented by Health Share of Oregon.

Contractor shall participate with the County in evaluation of contracted project/service outcomes, satisfaction surveys, or performance, and to make available all information required by such evaluation process. This includes providing County with data necessary to verify consumer counts, service provision, and outcome measures.

**AMEND Section a of Exhibit C of the Contract, Compensation:**

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$1,500,000.00**.

Contractor will be paid a capacity payment for a total of **50 individuals** to be served by the ICM team. Individuals will be covered by Health Share of Oregon-Clackamas County, Clackamas Indigent Services, or OHP Open Card.

County may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if County so chooses and if funding allows. Any negotiation of increases in rates will be directed by the County.

**TO READ:**

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$1,651,173.00**.

**LifeWorks Northwest #8850**

*Agency Services Contract – Amendment #01*

Page 5 of 6

Contractor will be paid a capacity payment for a total of **59 individuals** to be served by the ICM team. Individuals will be covered by Health Share of Oregon-Clackamas County, Clackamas Indigent Services, or OHP Open Card.


County may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if County so chooses and if funding allows. Any negotiation of increases in rates will be directed by the County.

[Signature page follows]

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**LIFEWORKS NORTHWEST**

 8/27/19  
Authorized Signature Date

Mary Monnat/ President & CEO  
Name / Title (Printed)

066218-17  
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon  
Entity Type / State of Formation

**COUNTY OF CLACKAMAS  
BOARD OF COMMISSIONERS**

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on behalf of the Board:**

Richard Swift Date  
Health, Housing and Human Services

Approved as to form:

Kathleen Rastetter via email July 16, 2019  
County Counsel Date



September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #02 to Agency Services Contract with Lifeworks Northwest for  
Early Assessment and Support Alliance Services

<b>Purpose/ Outcomes</b>	To provide Early Assessment and Support Alliance (EASA) services to young people of Clackamas County experiencing symptoms of psychosis for the first time.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$222,768.91, increasing the Contract's maximum value to \$1,113,844.58.
<b>Funding Source</b>	State of Oregon through the Oregon Health Plan (OHP) and Oregon Health Authority, Community Mental Health Program (CMHP). No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates December 31, 2019.
<b>Previous Board Action</b>	Board approved the Contract October 19, 2017, Agenda Item 101917-A2; and the Board approved Amendment #01 April 11, 2019, Agenda Item 041119-A1.
<b>Counsel Review</b>	Reviewed and approved by Counsel July 16, 2019.
<b>Strategic Plan Alignment</b>	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Behavioral Health Division Director (503) 742-5305
<b>Contract No.</b>	#8212

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of Amendment #02 to Agency Service Contract #8212 with LifeWorks Northwest for Early Assessment and Support Alliance (EASA) Services. EASA is an intensive case management model of engagement, outreach and community education that provides information and support to youth and young adults, twelve (12) to twenty-four (24) years of age, who are experiencing symptoms of psychosis for the first time. The program integrates elements of the following evidence-based and best practices: Multi-family Psycho-education; Wellness Management and Recovery, Cognitive Behavior Therapy-focused clinical case management; Supported Employment and Education; Low Dose Prescribing Protocols; and integrated attention to substance abuse.

Clients are engaged in a strengths-based, relationship-oriented approach. The average length of stay in the program is two (2) years, at which time the anticipated outcome is a transition to a lesser intensity of services with continued engagement in treatment.

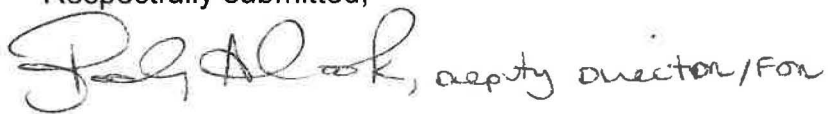
The Behavioral Health Division (BHD) has collaborated with Lifeworks Northwest for behavioral health services since 2005. In addition to EASA services, BHD currently contracts with LifeWorks Northwest to provide Supported Employment Services, Intoxicated Driver Program Fund Services, Intensive Community Treatment Services, and outpatient mental health and substance abuse services.

This Amendment adds \$222,768.91 to the Contract, increasing the maximum contract value to \$1,113,844.58. This Amendment is effective upon signature and terminates December 31, 2019.

**RECOMMENDATION:**

Staff recommends Board approval of the Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift, deputy director / for". The signature is written in a cursive, flowing style.

Richard Swift, Director  
Health, Housing & Human Services

**Contract Amendment #02**  
**Clackamas County, acting through its Health, Housing, and Human Services Department,**  
**Behavioral Health Division**

H3S Contract Number: 8212 Board Agenda Number: \_\_\_\_\_

and Board date: \_\_\_\_\_

Division: Behavioral Health

Amendment No. 02

Agency: LifeWorks Northwest

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes:       Scope of Services       Contract Budget/Compensation  
                   Contract Term             Other \_\_\_\_\_

---

This Amendment #02 is entered into between LifeWorks Northwest (“Agency”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on October 25, 2017 (“Contract”), as amended.

**Justification for Amendment:**

This Contract provides Early Assessment and Support Alliance (EASA) Services, for clients, ages twelve (12) to twenty-four (24), experiencing the early symptoms of psychosis.

This Amendment #02 **extends the term of the Contract six (6) months to expire December 31, 2019** and adds funds for the additional months of services.

The maximum compensation of the Contract **increased to \$1,113,844.58** with the addition of \$222,768.91 through this Amendment.

This Amendment #02 is effective **upon signature** and continues through **December 31, 2019**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

---

**LifeWorks Northwest #8212**

*Agency Services Contract -- Amendment #02*

Page 2 of 4

**AMEND Section 2 of the Contract, Term:**

Services provided under the terms of this Contract shall commence **upon signature and shall terminate June 30, 2019** unless terminated by one or both parties as provided in paragraph 6.0 below.

**TO READ:**

Services provided under the terms of this Contract shall commence **upon signature and shall terminate December 31, 2019** unless terminated by one or both parties as provided in paragraph 6.0 below.

**AMEND Section 3.1 of the Contract, Compensation:**

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C: Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum Contract payment shall not exceed **\$891,075.67**.

**TO READ:**

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C: Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum Contract payment shall not exceed **\$1,113,844.58**.

**REPLACE Exhibit C of Contract, Compensation, with:**

**EXHIBIT C  
COMPENSATION**

**1. Compensation**

COUNTY shall compensate AGENCY for satisfactorily performing contracted services as specified in **Exhibit B** as follows:

Payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Total contract payment to AGENCY shall not exceed **\$1,113,844.58**.

**2. Method of Payment**

AGENCY shall be reimbursed for the agreed upon program cost less any revenue generated from Medicaid, Commercial Insurance, and Vocational Rehabilitation that is over and above the program cost.

**LifeWorks Northwest #8212**

*Agency Services Contract – Amendment #02*

Page 3 of 4

AGENCY shall submit *itemized monthly invoices reflecting total program cost less revenue*. The invoice shall include the contract # **8212**, dates of service, and the total amount due for all services provided during the month. Invoices shall be submitted electronically to:

*BHAP@clackamas.us*


When submitting electronically, designate AGENCY name and contract # **8212** in the subject of the e-mail.

[Signature page follows]

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**LIFEWORNS NORTHWEST**

 9/27/19  
Authorized Signature Date

Mary Monnat / President & CEO  
Name / Title (Printed)

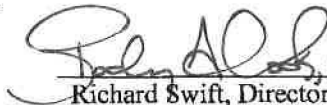
066218-17  
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon  
Entity Type / State of Formation

**COUNTY OF CLACKAMAS  
BOARD OF COMMISSIONERS**

- Commissioner: Jim Bernard, Chair
- Commissioner: Sonya Fischer
- Commissioner: Ken Humberston
- Commissioner: Paul Savas
- Commissioner: Martha Schrader

**Signing of behalf of the Board:**

 deputy director / For  
Richard Swift, Director Date 9/10/19  
Health, Housing and Human Services

Approved as to form:

Kathleen Rastetter via email July 16, 2019  
County Counsel Date

September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for a Revenue Agreement #9456 with CareOregon  
for financial support for Pediatric Dental Services at the new Gladstone Dental Clinic

<b>Purpose/Outcomes</b>	Provides Clackamas County Health Centers Division (CCHCD) funding for a new pediatric dental clinic located in the Gladstone Center for Children and Families (GCCF).
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value \$350,000. No County General Funds are involved. No matching funds required.
<b>Funding Source</b>	CareOregon
<b>Duration</b>	Effective September 1, 2019 and December 31, 2021 expiration.
<b>Previous Board Action</b>	No previous Board action.
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. It was approved on September 9, 2019.
<b>Contact Person</b>	Deborah Cockrell 503-742-5495
<b>Contract No.</b>	9456

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Agreement #9456 a Revenue agreement with CareOregon for the purpose of providing Pediatric Dental Services.

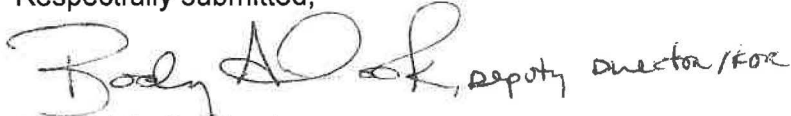
This agreement will provide the funding for capital expenditures to build the clinic located inside GCCF building which is owned by Gladstone School District (GSD). This agreement also allows for the purchase of dental equipment needed for patient treatment and fund navigational staff to provide outreach to members and community agencies. This project will facilitate increasing capacity of patients by providing dental services to CareOregon members and residents in the Gladstone community. Increasing member's visits and access to care improves the overall quality of dental health.

This is a revenue contract for CCHCD. The total amount of the agreement is \$350,000. This is a retro-active request due to just receiving it from CareOregon. No County General Funds are involved. The Agreement #9456 is effective September 1, 2019 and will continue until December 31, 2021.

**RECOMMENDATION:**

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift, Deputy Director / For". The signature is written in a cursive, flowing style.

Richard Swift, Director  
Health, Housing, and Human Services



**Care Oregon  
Letter of Agreement**

**#9456**

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County Health Centers (CCHC) acting through the Health, Housing and Human Services Department, (Provider) for the period of September 1, 2019 to December 31, 2021.

Project: Gladstone Dental Clinic  
Provider Contact: Deborah Cockrell  
E-mail: dcockrell@co.clackamas.or.us

CareOregon Agreement Number: 19-0901E  
CareOregon Contact: Alyssa Franzen  
Phone: 503-416-5908  
E-mail: franzena@careoregon.org

**I. Project Description:**

CareOregon has approved financial support for the Provider's dental program at the Gladstone Dental Clinic with funding for capital expenditures to

- A. build the clinic to be located inside Gladstone Center for Children and Families
- B. purchase dental equipment needed for patient treatment, including three pediatric dental chairs
- C. fund navigational staff to provide outreach to members and community agencies

This project will facilitate increasing capacity for providing dental services to CareOregon members and residents in the Gladstone community. Increasing member's visits and access to care improves the overall quality of dental health.

**II. Project Objectives:**

The goals of this initiative are to:

- A. Increase access to and capacity in the Gladstone area for dental care
- B. Increase access to clinics with co-located or integrated medical and dental care services
- C. Increase total dentist clinic visits
- D. Increase overall quality of dental health
- E. Increase the likelihood of better health outcomes reported by metrics described in Exhibit A. entitled Clinic Start Up, Access Measures and Production Goals.

**III. Terms:**

- A. Provider agrees to use the full payment associated with this Agreement for the following at Gladstone Dental to help achieve the deliverables as further defined in Exhibit A.
  - 1. Construction of dental clinic including three (3) dental operatories and associated equipment by the target completion date of **January 1, 2020**.
  - 2. Hire the following Full Time Employees (FTE) by **January 1, 2020** and notify CareOregon of the hire dates:
    - a. 0.8 FTE Dentist
    - b. 1.6 FTE Dental Assistants (2 x 0.8 FTE)
    - c. 1.0 Dental Navigator

- B. Provider agrees to develop a documented outreach and engagement plan by **June 30, 2020**. The plan must:
  - a. Be developed in partnership with the school district
  - b. Coordinate with existing services in the school district
  - c. Seek to build systems that serve all children within the school district
  - d. Outline presence in school buildings and classrooms
  - e. Contain relevant targets and goals
- C. Provider agrees to implement a BabyDay program, to include immunizations, focused on children under 3 years of age no later than **12/31/2020**.
- D. Provider agrees to establish a documented bi-directional referral process between onsite medical-dental clinics with measured targets **by 06/30/2020**.
- E. Provider will report biannual progress reports to CareOregon by the deadline of 30 days after each six (6) month reporting period. Progress reports as defined in Exhibit A are due:
  - a. **July 31, 2020** for the reporting period January 1, 2020 to June 30, 2020
  - b. **January 31, 2021** for the full year reporting period January 1, 2020 to December 31, 2020
  - c. **July 31, 2021** for the reporting period January 1, 2021 to June 30, 2021
  - d. **January 31, 2022** for the full year reporting period January 1, 2021 to December 31, 2021
- B. CareOregon may request a site visit to meet with Provider and review project progress.
- C. Success of the project will be determined by CareOregon's evaluation of a positive impact on member's health.
- D. Either party can terminate this Agreement with 30 days written notice.

#### IV. Payment:

- A. CareOregon will pay **\$350,000.00** upon receipt of signed agreement.
- B. Provider agrees that CareOregon provided funding in association with this Agreement is to be used for this project only and Provider will use a maximum of five (5) percent for indirect cost.
- C. Provider agrees to submit quarterly progress reports to CareOregon Dental as outlined in Exhibit A.
- D. Provider agrees this payment is for the period outlined above only and does not imply or guarantee ongoing funding.

#### V. General Provisions:

- A. Should Providers participation contract with CareOregon terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts within 30 days of termination date, prorated from the date of termination to the end of the period outlined above
- B. Provider agrees that Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or the Provider Contact will suffice as written approval.
- D. All copyright interests in materials produced as a result of this Agreement are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and

license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this Agreement.

- E. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- F. Provider is not eligible to participate or receive funding associated with this Letter of Agreement if Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues. All funding associated with this Letter of Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue to CareOregon's satisfaction. Discontinued funding will not be disbursed.

Agreed to on behalf of Clackamas County Health Centers:

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to on behalf of CareOregon, Inc.:

\_\_\_\_\_  
Signature

Name: Eric C. Hunter

Title: Chief Executive Officer

Date: \_\_\_\_\_

## Exhibit A

### Clinic Start Up, Access Measures and Production Goals

**I. Deliverables -**

**A. Phase 1 Clinic Preparation:**

Capital Projects	Completion Date
Construction of three (3) operatories	<i>Due 1/1/2020</i>
Purchase of all related equipment	<i>Due 1/1/2020</i>

Staff Hires	Completion Date
0.8 FTE Dentist	<i>Due 1/1/2020</i>
1.6 FTE Dental Assistant (2 x 0.8 FTE)	<i>Due 1/1/2020</i>
1.0 Dental Navigator	<i>Due 1/1/2020</i>

**B. Phase 2 Process and Program Development:**

Implementation	Completion Status or Update Report
Outreach and Engagement Plan Developed by 6/30/2020	<i>Due 6/30/2020</i>
Documented, bi-directional referral process between onsite medical-dental clinics developed and implemented by 6/30/2020	<i>Due 6/30/2020</i>
BabyDay program established by 12/31/2020	<i>Due 6/30/2020</i>

**II. Improvement Metrics - Phase 2**

**A. Report to CareOregon Encounter and Unique Patient Totals**

Period	Metric	Target	Report Due Date
1/1/20-6/30/2020	Unique Users (unduplicated patients)	300	<i>Due 7/31/2020</i>
	Completed Visits	800	
1/1/20-12/31/2020	Unique Users (unduplicated patients)	600	<i>Due 1/31/2021</i>
	Completed Visits	1500	
1/1/21-6/30/2021	Unique Users (unduplicated patients)	400	<i>Due 7/31/2021</i>
	Completed Visits	1200	
1/1/21-12/31/2021	Unique Users (unduplicated patients)	800	<i>Due 1/31/2022</i>
	Completed Visits	2000	

**B. Report to CareOregon Integration Metrics**

Period	Metric	Target	Report Due Date
7/1/2020-12/31/2020	1, Percentage of children with eligible dental insurance who complete a well child visit also complete a dental visit within 6 months of their well child visit, if needed	50%	<i>1/31/2021</i>

	2. Percentage of children with eligible medical insurance who complete a dental visit and are overdue for a well child visit are scheduled for a well child visit, with a 20% completion rate		
1/1/2021-12/31/2021	1, Percentage of children with eligible dental insurance who complete a well child visit also complete a dental visit within 6 months of their well child visit, if needed 2. Percentage of children with eligible medical insurance who complete a dental visit and are overdue for a well child visit are scheduled for a well child visit, with a 20% completion rate	50%	1/31/2022

September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Washington County,  
for Public Health Modernization within the Communicable Disease Program.

<b>Purpose/ Outcomes</b>	These funds will be used to support the development of regional public health approaches of identifying, responding to, and preventing the transmission of communicable disease with an emphasis on reducing communicable disease related health disparities.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$23,750.
<b>Funding Source</b>	Washington County pass through funds from the Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2019 and terminates on September 30, 2019
<b>Previous Board Action</b>	The Board of County Commissioners previously reviewed this agreement on January 18, 2018 agenda item 011818-A13
<b>Strategic Plan Alignment</b>	1. Efficient and effective Services 2. Build a strong infrastructure
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Program Manager – (503) 742-5956
<b>Contract No.</b>	9444

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Washington County. CCPHD is partnering with Washington County to create an interdisciplinary regional Communicable Disease team (ICD) with a focus on increasing and enhancing surveillance and community reporting activities, preparing for emerging diseases, creating surge capacity, increasing engagement with community partners on prevention activities and efforts to achieve health equity and identifying need and opportunity for quality improvement.

These funds will be used to support the development of regional public health infrastructure and new partnerships that are essential for meeting regional goals. Such as, developing regional approaches of identifying, responding to, and preventing the transmission of communicable disease with an emphasis on reducing communicable disease related health disparities.

**Page 2**

**Board of County Commissioners**


Agreement # 9444

The Agreement has a maximum value is \$23,750. The Agreement is effective July 1, 2019 through September 30, 2019. This Agreement was reviewed by County Counsel on August 26, 2019.

**Recommendation**

Staff recommends the Board approval of this Agreement and authorization for Richard Swift to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in cursive script that reads "Kelly Alcock, deputy director / for".

Richard Swift, Director  
Health, Housing, and Human Services



## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: 7/1/19,  
The expiration date is: 9/30/19; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination on the grounds of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, or disability.
- 4) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 5) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 6) This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days written notice of intent to the other party(s).
- 7) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 8) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 10) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.



- 11) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 12) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 13) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.
- 14) If federal grant funds are used to fund this IGA, then the provisions of Attachment J are required and shall be met by the recipient of federal grant funds through this IGA.

Applicable                       Not applicable

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Clackamas County

\_\_\_\_\_  
Jurisdiction

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signatory Printed Name

\_\_\_\_\_  
Title

Address: 2051 Kaen Rd., Oregon City, OR 97045

**WASHINGTON COUNTY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Sia Lindstrom

\_\_\_\_\_  
Signatory Printed Name

Deputy County Administrator

\_\_\_\_\_  
Title

Address: 155 N First Ave., Hillsboro, OR 97124

**Attachment A**  
**Public Health Modernization**  
**Statement of Work and Payment Terms July – September 2019**

**Background:**

The Oregon Health Authority awarded 18 months of Public Health Modernization Funding to the tri-county area of Clackamas, Multnomah and Washington Counties (Tri-County PHM Partnership) to develop regional approaches for identifying, responding to and preventing the transmission of communicable diseases (CD) with an emphasis on reducing communicable disease-related health disparities. OHA has awarded additional funds for Public Health Modernization to the tri-county area to continue this work.

**Program Element Deliverables:**

Funds provided under this agreement for this Program Element may only be used in accordance with and subject to the requirements and limitations set forth in Program Element #51 to deliver Public Health Modernization: Regional Partnership Implementation. All parties to this IGA are jointly responsible to achieve the required program element deliverables which include:

**OHA Approved Work Plan:**

As required by OHA, the Tri-County PHM Partnership developed a work plan outlining their focus and desired objectives for the funding period. A copy of the complete, approved, workplan is attached. All parties to this IGA are jointly responsible to assist in completing the following objectives.

- By September 30, 2019, regional reportable disease data (from Orpheus) and associated Tableau reports will be directly accessible to all three counties and overarching data sharing and use principles and agreements will be codified for quad counties through MOU and contracts.
- By September 30, 2019, the Tri-County Public Health Modernization Partnership Communicable Disease Work Group will coordinate with the Quad County CD Work Group to review and identify gaps in regional CD emergency response plans.
- By September 30, 2019, each county will have assessed their progress with their specific infectious disease intervention and utilized data to determine the infectious disease risk/needs for their county.
- By September 30, 2019, the Tri-County Public Health Modernization Partnership will work with the Regional Public Health Leadership Group (RPHLG) to assess current regional CD priorities and identify areas of work.

**General Requirements:**

All parties of this agreement will ensure their counties' participation to:

- Submission of quarterly progress reports on progress towards work plan activities, deliverables and milestones using the timeline and format prescribed by OHA.
- Participate in quarterly calls with OHA.
- Participate in in-person and remote collaborative learning opportunities.
- Participate in evaluation in the manner prescribed by OHA.
- Share information about regional partnership strategies for communicable disease control and reducing health disparities.

**General Budget and Expense Reporting:**

Washington County agrees to pay Clackamas County, a maximum of \$23,750 between July 1, 2019 and September 30, 2019. All contract payments are subject to availability of funds from OHA.

Funding Source: State General Funds State IGA 154132 Account: 100.703010.7030072
--

Contractor must submit an invoice to request reimbursement for true and verifiable expenses on a monthly or at minimum quarterly basis no later than the 15<sup>th</sup> of the month following the end of each fiscal year quarter. Supporting documentation from accounting software should be submitted along with any invoice and should tie to the amount being requesting to be paid.

A cover document on contractor letterhead should also be included with invoices and include the following: 1) attestation statement that the invoice is a true and accurate account of efforts (hours) and expenses 2) printed name of individual certifying the invoice 3) signature of individual certifying the invoice.

Invoices should be e-mailed or mailed to:  
Amy Manchester Harris  
Washington County  
Health and Human Services, Public Health Division  
155 North First Avenue, MS4  
Hillsboro, OR 97124  
[Amy\\_Manchester\\_Harris@co.washington.or.us](mailto:Amy_Manchester_Harris@co.washington.or.us)  
503-846-3640

**Work Plan:**

<b>Objective:</b>	By September 30, 2019, regional reportable disease data (from Orpheus) and associated Tableau reports will be directly accessible to all three counties and overarching data sharing and use principles and agreements will be codified for quad counties through MOU and contracts.		
<b>Target region:</b>	Portland Metro Area		
<b>Target population:</b>	N/A; Internal governmental procedures		
<b>Activity</b>	<b>Timeline (start-end date)</b>	<b>Lead Staff and Key Associate(s)</b>	<b>Outcome Measure or Deliverable</b>
1. Finalize quad county public health MOU and data sharing/use agreement	Complete by July 2019	Dr. Frank Franklin, MCHD Community Epidemiology Services Director with lead epidemiologists from Clackamas, Clark and Washington Counties; RPHLG	Executed MOU
2. Finalize IGAs, including resource allocation, for regional sharing of MCHD DataMart of Orpheus data and associated Tableau workbooks, based on one of three proposed methods that will be chosen by 7/15/2019	Complete by August 2019	Taylor Pinsent, MCHD Sr. Epidemiologist; Washington and Clackamas County epidemiologists /informaticists; MCHD IT	Executed IGAs
3. Continue to build out and test MCHD Orpheus DataMart and build out associated Tableau reports	September 2019	Rwayda Hassan, Taylor Pinsent	Tableau reports for tri-county prioritized diseases complete (based on prioritization process occurring through June 2019)

4. Implement and test regional access to server and to Tableau reports	September 2019	Taylor Pinsent and Rwayda Hassan with IT and Epi leads from all three counties	Tableau reports or report shells functional for counties using Tableau, all counties directly access full tri-county Orpheus data through DataMart
<b>Objective:</b>	By September 30, 2019, the Tri-County Public Health Modernization Partnership Communicable Disease Work Group will coordinate with the Quad County CD Work Group to review and identify gaps in regional CD emergency response plans.		
<b>Target region:</b>	Portland Metro Area		
<b>Target population:</b>	N/A; Internal governmental procedures		
<b>Activity</b>	<b>Timeline (start-end date)</b>	<b>Lead Staff and Key Associate(s)</b>	<b>Outcome Measure or Deliverable</b>
1. Staff from PHM CD Work Group will attend the quarterly Quad County CD meeting	June 2019	CD Managers from all three counties	Identify gaps in existing regional CD emergency response plans
2. CD Managers will bring identified gaps back to the PHM CD Work Group	July 2019	CD Managers, PHM CD Work Group	PHM CD Work Group will determine what gaps align with current areas of work
3. PHM CD Work Group will coordinate with the Quad County CD group to develop timeline for creating identified emergency response plan(s)	8/1/2019 – 9/30/2019	PHM CD Work Group, Quad County CD Group	PHM CD Work Group and Quad County CD group have identified what needs to be accomplished to develop identified emergency response plan(s)

<b>Objective:</b>	<b>By September 30, 2019, each county will have assessed their progress with their specific infectious disease intervention and utilized data to determine the infectious disease risk/needs for their county.</b>		
<b>Target region:</b>	<b>County specific</b>		
<b>Target population:</b>	<b>WCPH: LTBI In Latinx population, CCPH: Hepatitis A In high risk populations, MCPH: Hepatitis C in high risk populations</b>		
<b>Activity</b>	<b>Timeline (start-end date)</b>	<b>Lead Staff and Key Associate(s)</b>	<b>Outcome Measure or Deliverable</b>
1. Using data, each county will determine the CD needs/priorities for their jurisdiction	7/1/2019 – 9/30/2019	WCPH CCPH MCPH	Each jurisdiction will have identified the CD needs/priorities for their county and identified areas of work
2. Review results of LTBI assessments and determine how LTBI aligns with the community's priorities	7/1/2019 – 9/30/2019	WCPH	WCPH will have determined what work, if any, needs to be done to continue moving forward with their LTBI intervention
3. Finalize comprehensive Hepatitis A response plan and review development process	7/1/2019 – 9/30/2019	CCPH	CCPH will have a comprehensive Hepatitis A emergency response plan
4. Conduct follow up engagement, and formalize agreements, with community partners in the Canby and N. Clackamas Health Equity Zones to support implementation of the developed Hep. A response plan	7/1/2019 – 9/30/2019	CCPH	Formal agreements will be in place with identified partners who will play an active role in the event of a Hepatitis A outbreak

<p>5. Review summary report of safety net clinic LTBI and HCV practices and capacity needs and identify LTBI TA plan</p>	<p>Review by 7/15/2019 and complete plan by 9/30/2019</p>	<p>MCPH</p>	<p>Community clinic LTBI TA plan (with community clinic sign-off) to be implemented 1/1/2020 – 6/30/2020.</p> <p>Identify HCV training and other resources for/with community clinics</p>
<p>6. Incorporate HCV-related identified best practices and capacity gaps into syndemic planning</p>	<p>Ongoing</p>	<p>MCPH</p>	<p>See Below</p>
<p>7. Continue work from 5/15/2019 – 6/30/2019 to prioritize and coordinate action plan for the following disease in three overlapping populations (houselessness, injection drug using, men who have sex with men) including key community partners: syphilis, shigella, Hepatitis A, HIV, HCV</p>	<p>Complete by September 2019</p>	<p>MCPH</p>	<p>Strategic plan for epi, prevention, outbreak identification and response</p>

<b>Objective:</b>	<b>By September 30, 2019, the Tri-County Public Health Modernization Partnership will work with the Regional Public Health Leadership Group (RPHLG) to assess current regional CD priorities and identify areas of work.</b>		
<b>Target region:</b>	<b>Tri-County</b>		
<b>Target population:</b>	<b>TBD</b>		
<b>Activity</b>	<b>Timeline (start-end date)</b>	<b>Lead Staff and Key Associate(s)</b>	<b>Outcome Measure or Deliverable</b>
1. CD managers will update RPHLG on progress of PHM and discuss regional CD priorities	June/July 2019	CD Managers	RPHLG and CD managers have identified possible areas of work based off regional CD priorities
2. CD managers will work with PHM CD Work Group to develop work plan based off areas of work identified by RPHLG	July/August 2019	CD Managers, PHM CD Work Group	PHM CD Work Group will develop a work plan for the remainder of the 2019-2021 biennium
3. CD managers will present proposed work plan to RPHLG for final approval	August/September 2019	CD Managers, RPHLG	RPHLG approves work plan

Attachment B, IGA between Washington County and the Oregon Health Authority, is incorporated into and made a part of this contract.



September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Accept the Award for Strategic Prevention Framework – Partnerships for Success through the Office of Substance Abuse and Mental Health Services (SAMHSA)

<b>Purpose/Outcome</b>	A five year grant to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level. Focus is on youth aged 9-20 in the rural areas of Estacada and Sandy.
<b>Dollar Amount and Fiscal Impact</b>	\$1,500,000 (\$300,000 per year through 2024) Catalogue of Federal Domestic Assistance (CFDA) #93-243 No County General Funds are involved and no match is required.
<b>Funding Source</b>	Substance Abuse & Mental Health Services Administration
<b>Duration</b>	September 30, 2019 through September 29, 2024
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: September 9, 2019
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC 9461

**BACKGROUND:**

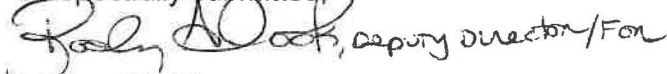
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Grant Award from the Substance Abuse & Mental Health Services Administration (SAMHSA). Strategic Prevention Framework (SPF) – Partnerships for Success (PFS) funding focuses on community-driven efforts to advance substance abuse prevention in rural areas of Clackamas County.

This Revenue Agreement is effective upon signature by all parties for services starting on September 30, 2019 and terminating on September 29, 2024. This Revenue Agreement has a maximum value of \$1,500,000 and no county funds are involved.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)



SPF - Partnerships for Success  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Center for Substance Abuse Prevention

**Grant Number:** 1H79SP081245-01  
**FAIN:** H79SP081245  
**Program Director:** Korene Mather

**Project Title:** Clackamas County SPF-PFS to address youth alcohol and marijuana use in the rural areas of Estacada and Sandy, Oregon.

**Organization Name:** COUNTY OF CLACKAMAS

**Business Official:** Richard Swift

**Business Official e-mail address:** rswift@clackamas.us

**Budget Period:** 09/30/2019 – 09/29/2020  
**Project Period:** 09/30/2019 – 09/29/2024

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$300,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF CLACKAMAS in support of the above referenced project. This award is pursuant to the authority of Section 516 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Eileen Bermudez  
Grants Management Officer  
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 1H79SP081245-01**

**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$93,174
Fringe Benefits	\$60,881
Travel	\$2,410
Contractual	\$125,000
Other	\$3,130
Direct Cost	\$284,595
Indirect Cost	\$15,405
Approved Budget	\$300,000
Federal Share	\$300,000
Cumulative Prior Awards for this Budget Period	\$0
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$300,000</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$300,000
2	\$300,000
3	\$300,000
4	\$300,000
5	\$300,000

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.243  
 EIN: 1936002286A8  
 Document Number: 19SP81245A  
 Fiscal Year: 2019

IC                      CAN                                      Amount  
 SP                      C96V015                                      \$300,000

IC	CAN	2019	2020	2021	2022	2023
SP	C96V015	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000

**SP Administrative Data:**

PCC: PFS-19 / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79SP081245-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General,

Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

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### **SECTION III – TERMS AND CONDITIONS – 1H79SP081245-01**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

#### **Treatment of Program Income:**

##### **Additional Costs**

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

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### **SECTION IV – SP Special Terms and Conditions – 1H79SP081245-01**

#### **REMARKS**

##### **New Award**

**1. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the funding opportunity *SP-19-004 Strategic Prevention Framework - Partnerships for Success (SPF-PFS)* has been selected for funding.**

This award reflects conditional approval of the budget submitted on March 28, 2019 as part of the application by your organization.

**2. Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget period reflected on this Notice of Award.** If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

**3. All responses to award terms and conditions and prior approval requests must be**

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**submitted in eRA Commons.**

For more information on how to upload a document in response to a tracked term, please reference under heading “4 Additional Materials – grantee” in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Grantee.pdf](https://era.nih.gov/files/TCM_User_Guide_Grantee.pdf)

**4. Register Program Director/Project Director (PD) in eRA Commons:**

If you have not already done so, you must register the PD listed on the HHS Checklist in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional information about the eRA Commons registration process at [https://era.nih.gov/reg\\_accounts/register\\_commons.cfm](https://era.nih.gov/reg_accounts/register_commons.cfm).

**5. Key Staff**

Key staff (or key staff positions, if staff has not been selected) are listed below:

***Rodney Cook, Project Director @ 10% level of effort***

***Anna Menon, Lead Epidemiologist @ 10% level of effort***

Any changes to key staff—including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project—requires prior approval and must be submitted as a post-award amendment in eRA Commons.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-changes>. Any technical questions regarding the submission process should be directed to the eRA Service Desk: <http://grants.nih.gov/support/>.

**SPECIAL TERMS****Disparity Impact Statement (DIS)**

By **November 30, 2019**, submit via eRA Commons.

The DIS should be consistent with information in your application regarding access, \*service use and outcomes for the program and include three components as described below. Questions about the DIS should be directed to your GPO. Examples of DIS can be found on the SAMHSA website at: <https://www.samhsa.gov/grants/grants-management/disparity-impact-statement>

\*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training, and/or technical assistance activities.

The disparity impact statement consists of three components:

1. Proposed number of individuals to be served and/or reached by subpopulations in the grant

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implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.

2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.

3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:

- a. Diverse cultural health beliefs and practices;
- b. Preferred languages; and
- c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

**All responses to award terms and conditions must be submitted as .pdf documents in the “View Terms Tracking Details” page in eRA Commons.**

For more information on how to upload a document in response to a tracked term, please reference under heading “4 Additional Materials – grantee” in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Grantee.pdf](https://era.nih.gov/files/TCM_User_Guide_Grantee.pdf)

## **SPARS**

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results Act (GPRA) Modernization Act of 2010. These data are gathered and reported quarterly using SAMHSA's Performance Accountability and Reporting System (SPARS).

SPF-PFS recipients will be expected to:

- (1) complete SPARS Annual Goals and Budget training no later than November 30, 2019;
- (2) enter Annual Goals and Budget information into SPARS no later than December 30, 2019; and
- (3) enter performance data into SPARS no later than January 30, 2020 (for the time period covering October 1 - December 30, 2019).

## **Lobbying Restriction Reminder**

Your application disclosed lobbying activities associated with your organization. Recipients of federal funds are not allowed to use federal funding to lobby federal, state, or local officials or their staff to receive additional funding or influence legislation. As a general matter, these lobbying restrictions preclude recipients from:

- o Spending federal funds to influence an officer or employee of any agency or Congressional member/staff regarding federal awards;

- 
- o Failing to submit required certification and disclosure forms (i.e., SF-LLL);
  - o Using grants funds provided to non-profit organizations or institutions of higher education to influence an election, contribute to a partisan organization, or influence enactment or modification of any pending federal or state legislation; or
  - o Expending federal funds to influence federal, state, or local officials or legislation

Please reference the standard award term on lobbying for your award at <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

## **SPECIAL CONDITIONS**

### **Revised Detailed Budget with Narrative Justification & SF424**

By **October 30, 2019**, submit via eRA Commons.

Review and address the following issues identified with your application budget and submit a revised detailed budget with narrative justification, SF424, and SF-424A via the "View Terms Tracking Details" page in eRA Commons:

#### **SF424:**

Section 18 - Total amount is only \$15,000. Please review and revise the SF424.

#### **SF424A:**

Exceeded estimated award amount allowed (\$300,000) - Line **h. Other** under *Section B - Budget Categories / Object Class Categories* - \$18,550 is not budgeted in the Budget Narrative section of the application. Please review and revise the SF424A.

#### **PERSONNEL:**

Lead Epidemiologist – Per SAMHSA's calculation, 10% of \$70,950 does not equal to \$7,950. Please review and revise your Personnel calculations accordingly.

#### **FRINGE BENEFITS:**

Epidemiologist – "*Total Salary Charged to Award*" column amount of \$7,950 is not 10% of Annual Salary/Rate of \$70,950. Please review and revise your Fringe Benefits calculations accordingly.

#### **TRAVEL:**

"SAMHSA endorsed Prevention Conference – Portland, OR to Washington, DC" –Per FOA, Grantee meetings for this program will be held virtually. Full participation in the virtual meeting is required. If SAMHSA elects to hold an in-person meeting during the performance period of the grant, budget revisions will be permitted. *Note:* In the event SAMHSA elects to hold an in-person meeting during the performance period of the grant, ensure the Airfare cost is not excessive and appear arbitrary. Review rates to ensure that they are reasonable. When reviewing your estimates, you may refer to available GSA.gov rates for airfare and lodging for guidance.

Funds in the amount of \$3,130 has been moved to "Other" cost budget category.

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**CONTRACTUAL:**

1) *Estacada Prevention Specialist* – Provide percentages for Fringe Benefits and Indirect Costs and show how the amount of \$7,800 and \$3,780 were calculated respectively.

2) *Sandy Prevention Specialist* - Provide percentages for Fringe Benefits and Indirect Costs and show how the amount of \$7,800 and \$3,780 were calculated respectively.

- o Budget Narrative for line 2 "Sandy Prevention Specialist" is exactly the same as line 1 "Estacada Prevention Specialist". Provide a budget narrative tailored to this specific position.

3) *Wyoming Survey & Analysis Center* – Review and revise calculation error \$90 per hour times 433 hours equals \$38,970 instead of \$39,000.

**INDIRECT COST:**

Please submit a copy of your organization's approved Indirect Cost (IDC) rate agreement with HHS or any other federal agency as it is required to support the charge of indirect costs to this grant. If your organization applied for an IDC rate agreement that has yet to be negotiated or approved, please submit supporting documentation.

Per Funding Opportunity Announcement (FOA), Section J. - Indirect Cost Rate:

(If) The applicant has never received a negotiated indirect cost rate and elects to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which can be used indefinitely for all awards until an indirect cost rate is approved.

If the de minimis rate is proposed the applicant must clearly state in their justification that they have never received a negotiated IDC rate and are electing to charge a de minimis rate of 10% of modified total direct costs (MTDC).

The MTDC indirect cost rate may be applied to:

- o All direct salaries and wages charged to the award;
- o Applicable fringe benefits;
- o Materials and supplies;
- o Services;
- o Travel; and
- o Sub-contracts (first \$25,000 of each sub-contract)

The MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition reimbursement, scholarships and fellowships, participant.

**FUNDING LIMITATIONS, DATA COLLECTION & PERFORMANCE MEASUREMENT AND INFRASTRUCTURE DEVELOPMENT:**

Your budget must reflect the funding limitations/restrictions specified in Section IV-3 of your Funding Opportunity Announcement (FOA). Include a narrative and separate budget for each year of the grant that shows the percent of the total grant award that will be used in the area where there is a limitation. Sample presentations are included on pages 71 and 72 of your FOA to guide you in meeting this requirement.



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Please re-allocate any differences due to the above adjustments to categories elsewhere in your revised budget for reasonable, allowable, and necessary costs/activities for a grand total that is equal to but does not exceed the award amount of \$300,000.

**All responses to award terms and conditions must be submitted as .pdf documents in the View Terms Tracking Details page in eRA Commons.**

For more information on how to upload a document in response to a tracked term, please reference under heading **4 Additional Materials grantee** in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Granter.pdf](https://era.nih.gov/files/TCM_User_Guide_Granter.pdf)

### **Resume/Biographical sketch**

**By October 30, 2019** submit to the Program Official and Grants Management Specialist via eRA Commons:

Submit the position descriptions and resume/biographical sketches for the key personnel required on this grant, the Lead Epidemiologist.

All responses to award terms and conditions must be submitted as .pdf documents in the "View Terms Tracking Details" page in eRA Commons.

For more information on how to upload a document in response to a tracked term, please reference under heading "4 Additional Materials – grantee" in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Granter.pdf](https://era.nih.gov/files/TCM_User_Guide_Granter.pdf)

## **STANDARD TERMS AND CONDITIONS**

### **Annual Federal Financial Report (SF-425)**

By **December 30, 2020**, submit via eRA Commons.

The Federal Financial Report (FFR) (SF-425) is required on an annual basis and should reflect only cumulative actual Federal funds authorized and disbursed, any non-Federal matching funds (if identified in the Funding Opportunity Announcement (FOA)), unliquidated obligations incurred, the unobligated balance of the Federal funds for the award, as well as program income generated during the timeframe covered by the report. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

FFR reporting must be entered directly into the eRA Commons system. Instructions on how to submit a Federal Financial Report (FFR) via the eRA Commons is available at <https://www.samhsa.gov/sites/default/files/samhsa-grantee-submit-ffr-10-22-17.pptx>.

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## Annual Programmatic Progress Report

By **December 30, 2020**, submit via eRA Commons.

The Programmatic Report is required on an annual basis and must be submitted as a .pdf to the View Terms Tracking Details page in the eRA Commons System no later than 90 days after the end of each 12-month budget period.

The Annual Programmatic Report must, at a minimum, include the following information:

- Data and progress for performance measures as reflected in your application regarding goals and evaluation activities.
- A summary of key program accomplishments to-date.
- Description of the changes, if any, that were made to the project that differ from the application for this incremental period.
- Description of any difficulties and/or problems encountered in achieving planned goals and objectives including barriers to accomplishing program objectives, and actions to overcome barriers or difficulties.

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

**The response to this term must be submitted as .pdf documents in the View Terms Tracking Details page in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.**

For more information on how to upload a document in response to a tracked term, please reference under heading **4 Additional Materials grantee** in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Granter.pdf](https://era.nih.gov/files/TCM_User_Guide_Granter.pdf)

Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

### Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on Page 2 of your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

### Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.3 71, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION

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OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

**Staff Contacts:**

William I Reyes, Program Official

**Phone:** 240-276-1406 **Email:** William.Reyes@samhsa.hhs.gov

Rene Gorospe, Grants Specialist

**Phone:** (240) 276-0583 **Email:** Rene.Gorospe@samhsa.hhs.gov



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 19, 2019

Board of County Commissioner  
Clackamas County

**Approval of Amendment No. 1 to the Supplemental Project Agreement No. 33150 with Oregon Department of Transportation (ODOT) for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project**

<b>Purpose/Outcomes</b>	Using Federal-Aid Surface Transportation Program (STP) funds, this amendment increases a gap in project funding and allows Clackamas County to proceed with the design and construction implementation of ITS technologies to improve the reliability and safety of regional freight system within Clackamas industrial areas.
<b>Dollar Amount and Fiscal Impact</b>	Total Project Cost Estimate: \$2,116,683.05 Federal-Aid STP funds: \$1,899,299.70 Road Fund Match (10.27%): \$217,383.35
<b>Funding Source</b>	Federal-Aid Surface Transportation Program (STP) County Road Funds
<b>Duration</b>	Completion of the Project or ten (10) years following the date of final execution
<b>Previous Board Action</b>	03/28/19 – BCC Approval of Supplemental Project Agreement No. 33150 01/01/17 – BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects. 5/5/16 – BCC approval of Amendment No. 1 to Agreement No. 29996 10/02/14 – BCC Approval of Local Agency Agreement No. 29996
<b>Counsel Review</b>	Reviewed and approved by County Counsel on September 10, 2019
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Grow a vibrant economy</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Bikram Raghubansh, Project Manager 503-742-4706

**BACKGROUND:**

The scope of the project is to improve the reliability and safety of the regional freight system by managing freight vehicle delay in known congested areas and improve freight-related roadway design deficiencies within Clackamas County. The project consists of a two part process, which includes creation of Freight ITS Plan in Phase 1 and project design and construction/ implementation of that plan in Phase 2. During the project planning phase, cost of completing County Regional Freight ITS Action Plan exceeded original project (Phase 1) estimate. To fill this initial budget gap in planning phase, project budget allocated in design and construction phases (Phase 2) were reduced and shifted to planning phase. This Amendment No. 1 adds \$55,000 of federal funds and \$6,295 of road funds (local match) to the project to refill the gap in design and construction phases. This project will be financed with 89.73% of Federal STP funds matched by 10.27% of County Road Funds.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 1 to the Supplemental Project Agreement with ODOT for the Clackamas County Regional Freight ITS Project.

Respectfully submitted,

Bikram Raghubansh  
Project Manager

**AMENDMENT NUMBER 01  
LOCAL AGENCY CERTIFICATION PROGRAM  
SUPPLEMENTAL PROJECT AGREEMENT  
Clackamas County Regional Freight ITS Project**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as "Agency." The Parties entered into agreement 33150 on April 9, 2019.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update the funding.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

**TERMS OF AGREEMENT Paragraph 2, Page 3, which reads:**

2. The total Project cost is estimated at \$2,055,388.05, which is subject to change. Federal funds for this Project shall be limited to \$1,844,299.70. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by the State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the State's Regional Local Agency Liaison.

**Shall be deleted in its entirety and replaced with the following:**

2. The total Project cost is estimated at \$2,116,683.05, which is subject to change. Federal funds for this Project shall be limited to \$1,899,299.70. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by the State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the State's Regional Local Agency Liaison.

**TERMS OF AGREEMENT Paragraph 21, subparagraph b., Page 6 which reads:**

b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals, as applicable to the Project, on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.

i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

[http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForm\\_s1.aspx](http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForm_s1.aspx)

ii. **State inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

**Shall be deleted in its entirety and replaced with the following:**

b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, construction, or alteration of all Project sidewalks, curb ramps, and pedestrian activated signals under this Agreement, on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.

i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison for each curb ramp constructed or altered for this Project. The completed form is the required documentation from Agency

showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- ii. **State inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals, located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

**TERMS OF AGREEMENT Paragraph 21, subparagraph e. (iii), page 7, which reads:**

iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions.

**Shall be deleted in its entirety and replaced with the following:**

iii. Agency, or its abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #18001) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).



**CLACKAMAS COUNTY**, by and  
through its elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Agency Contact:**

Bikram Raghubansh  
150 Beaver Creek Road  
Oregon City, OR 97045  
503-742-4706  
bikramrag@co.clackamas.or.us

**State Contact:**

Mahasti Hastings  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8595  
Mahasti.v.hastings@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Certification Program Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic Engineer

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Rachel Bertoni \_\_\_\_\_  
Assistant Attorney General

Date: via email dated August 28, 2019

DRAFT

Approval of Previous Business Meeting Minutes:  
August 1, 2019

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <https://www.clackamas.us/meetings/bcc/business>

**Thursday, August 1, 2019 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner Jim Bernard. Chair  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Sonya Fischer

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. PRESENTATION** (Following are items of interest to the citizens of the County)

1. Proclaiming Clackamas County to be a Purple Heart County and Recognize August 7<sup>th</sup> as Purple Heart Day

Commissioner Ken Humberston read the Proclamation.

### **MOTION:**

Commissioner Humberston: I move we Proclaim Clackamas County to be a Purple Heart County and Recognize Aug. 7<sup>th</sup> as Purple Heart Day.  
Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.  
The Board invited all Veterans up for a photo.

## **II. CITIZEN COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

1. Jeanie Robinson, Damascus – spoke in Support of Damascus as a City.
2. Bill Wehr, Damascus - spoke in support of Damascus as a City.
3. James DeYoung, Damascus - spoke in support of Damascus as a City.

~Board Discussion~ regarding Damascus.

4. Brainard Brauer, Oregon City – spoke in support of licensing tobacco.

## **III. BOARD DISCUSSION ITEM**

### **Health, Housing & Human Services**

1. **Resolution No. 2019-80** Declaring a State of Emergency and Emergency Measures to Address Housing Crisis

Richard Swift, H3S Director presented the staff report.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

### **MOTION:**

Commissioner Humberston: I move we approve the Resolution declaring a State of Emergency and Emergency Measures to Address the Housing Crisis.  
Commissioner Fischer: Second.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

all those in favor/opposed:

Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

#### **IV. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

##### **MOTION:**

Commissioner Fischer: I move we approve the consent agenda.  
Commissioner Schrader: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

#### **A. Health, Housing & Human Services**

1. Approval of an Application to US Department of Housing and Urban Development, Continuum of Care Program (CoC) Annual Renewal of Funds – *Community Development*
2. Approval of an Intergovernmental Subrecipient Agreement, Amendment No. 3 with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
3. Approval of an Intergovernmental Agreement with the State of Oregon, Acting by and through its Oregon Health Authority, for Choice Model Services – *Behavioral Health*

#### **B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

#### **C. Community Corrections**

1. Approval to Apply for a Grant between Criminal Justice Commission, Justice Reinvestment and Clackamas County to Continue the Pretrial Program

#### **D. Business & Community Services**

1. Approval of Continued Participation in the Oregon Digital Library Consortium (ODLC) and Purchase of eBooks and eAudiobooks from OverDrive, LLC - *Procurement*
2. Approval of Purchases from Bibliotheca, LLC for eBooks and eAudiobooks in Apple and Android Format - *Procurement*

#### **E. Tourism & Cultural Affairs**

1. Approval of a Contract with Lawrence PR, Inc. to Provide Public Relations Services for Deskside Tours and Media Assistance - *Procurement*

#### **V. COUNTY ADMINISTRATOR UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

#### **VI. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 11:28 AM



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract Renewal with the US Department of the Army Corp of Engineers  
and Clackamas County Sheriff's Office for Use of Property Located near Willamette Falls Locks

<b>Purpose/Outcome</b>	Approval of Contract and Renewal with Department of the Army through April 14, 2025.
<b>Dollar Amount and Fiscal Impact</b>	\$0
<b>Funding Source</b>	none
<b>Duration</b>	April 15, 2005 – April 14, 2025, twenty years
<b>Previous Board Action/Review</b>	None.
<b>Strategic Plan Alignment</b>	Furtheres the County's focus on keeping our residents safe, healthy and secure
<b>Counsel Review</b>	This agreement has been reviewed and approved by County Counsel on 7/11/19
<b>Contact Person</b>	Nancy Artmann, Sheriff's Office Finance Manager (503) 785-5012
<b>Contract No.</b>	DACW57-3-18-0037

**BACKGROUND:**

This contract will grant the use of U.S. Government property located on the Willamette River at Willamette Falls Lock, Clackamas County, Oregon for the Clackamas County Sheriff's Office Marine Unit to moor a boathouse.

**RECOMMENDATION:**

Sheriff's Office respectfully requests that the Board of County Commissioners approval this contract renewal with Department of Army Corp of Engineers, sign the attached certificate of authority and authorize the County Sheriff to sign the Department of the Army License/Contract on behalf of the County.

Respectfully submitted,

Craig Roberts  
Sheriff

*"Working Together to Make a Difference"*

**DEPARTMENT OF THE ARMY LICENSE  
WILLAMETTE RIVER AT WILLAMETTE FALLS  
CLACKAMAS COUNTY, OREGON**

**THE SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this license will not be against the public interest, hereby grants to **CLACKAMAS COUNTY SHERIFFS OFFICE** hereinafter referred to as the grantee, a license for mooring a boathouse over, across, in and upon lands of the United States, as identified in **Exhibit "A"**, attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS LICENSE** is granted subject to the following conditions.

**1. TERM**

This license is granted for a term of **Twenty (20) years**, beginning **April 15, 2005** and ending **April 14, 2025**, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration for this license shall be the construction, operation and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

**3. NOTICES**

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to Clackamas County Sheriff Office , 2223 Kaen Road, Oregon City, OR 97045 and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Portland District, PO Box 2946, Portland, Oregon 97208-2946, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

**5. SUPERVISION BY THE DISTRICT ENGINEER**

The use and occupancy of the premises shall be subject to the general supervision and approval of the District Engineer, Portland District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

**6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

**8. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

**9. COST OF UTILITIES**

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

**10. PROTECTION OF PROPERTY**

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage

that may be caused to the property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. RESTORATION**

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

## **12. NON-DISCRIMINATION**

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this license, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

## **13. TERMINATION**

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days' notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date,



the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

#### **14. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

#### **15. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### **16. EXECUTIVE ORDER 13658**

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

#### **17. EXECUTIVE ORDER 13658 HOLD HARMLESS AND INDEMNIFICATION**

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities,

losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

**18. EXECUTIVE ORDER 13706**

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

**19. SPECIAL CONDITIONS**

That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and this license does not relieve the grantee from the necessity of obtaining the permission from the owners of Portland General Electric and owner of the West Linn Paper Mill property to cross their property to access the site.

**20. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344).

**{Remainder of Page Intentionally Left Blank}**

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of Army, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**AMANDA J. DETHMAN**  
District Chief of Real Estate  
Real Estate Contracting Officer

**THIS LICENSE** is also executed by the grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**CRAIG ROBERTS**  
Sheriff  
Clackamas County, Oregon



## CERTIFICATE OF AUTHORITY

I \_\_\_\_\_ certify that I am the \_\_\_\_\_ of  
(name) (title)  
Clackamas County, Oregon, that **Craig Roberts** who signed the foregoing instrument  
on behalf of the grantee was then **Sheriff of Clackamas County, Oregon**. I further  
certify that the said officer was acting within the scope of powers delegated to this  
officer by the governing body of the grantee in executing said instrument.

**Clackamas County Oregon**

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk or Appropriate Official





DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, PORTLAND DISTRICT  
PO BOX 2946  
PORTLAND OR 97208-2946

JAN 02 2019

Real Estate Division

COPY

Clackamas County Sheriff's Office

Attn: Sheriff Craig Roberts

~~9401 SE Sunnybrook Blvd.~~ 2223 KAEN ROAD  
~~Clackamas, Oregon 97105~~ OREGON CITY, OR. 971045  
AB

Dear Sheriff Roberts,

Enclosed for signature are two copies of proposed Department of the Army License No. DACW57-3-18-0037, granting use of U.S. Government property located at the Willamette River at Willamette Falls Lock, Clackamas County, Oregon. This document will replace expired License No. DACW57-3-00-0016 which expired on April 14, 2005.

Please review, sign, and return the enclosed documents to the United States Army Corps of Engineers, Portland District, ATTN: Real Estate Division, P.O. Box 2946, Portland, OR 97208-2946. Once the agreements are accepted on behalf of the Department of the Army a fully executed copy will be returned for your records. Please ensure that the person attesting to the certificate of authority is different than the person signing the License.

If you have any questions or require further assistance, please contact Realty Specialist Jereme Degarlais of my staff at 541-684-4326 or by email at [jereme.r.degarlais@usace.army.mil](mailto:jereme.r.degarlais@usace.army.mil).

Sincerely,

Amanda J. Dethman  
District Chief of Real Estate  
Real Estate Contracting Officer

Enclosures



**Nancy Bush**

*Director*

Disaster Management  
2200 Kaen Road  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Memorandum of Agreement between Clackamas County and the Estacada School District for emergency/disaster related use of Estacada High School

<b>Purpose/Outcomes</b>	This Memorandum of Agreement (MOA) allows Clackamas County to use Estacada High School for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts.
<b>Dollar Amount and Fiscal Impact</b>	The MOA has no monetary value. The County agrees to pay for expenses to ensure facilities are returned to their pre-use condition, as well as any facility-related expenses incurred during the time the County is making use of the facility. The County is only responsible for expenses that are additional expenses incurred by the school district.
<b>Funding Source</b>	None
<b>Duration</b>	September 19, 2019 until terminated by either party.
<b>Previous Board Action</b>	The Board approved a similar agreement with another school district on March 2, 2017. Disaster Management and Public Health are working to update agreements with all county school districts/
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Coordination and Integration of Planning and Preparedness</li> <li>2. Ensure Safe, Healthy and Secure Communities</li> </ol>
<b>Counsel Review</b>	Approved by Counsel on January 14, 2019
<b>Contact Person</b>	Nancy Bush, Director, 503-655-8665
<b>Contract No.</b>	None

**BACKGROUND:**

In December 2010, the Board approved an agreement between Clackamas County and three school districts allowing the County to use school facilities as points of dispensing sites for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management partnered to update the agreement to include points of dispensing as well as other disaster-related uses such as sheltering.

**RECOMMENDATION:**

Staff respectfully recommends Board approval of the Memorandum of Understanding between Clackamas County and Estacada School District.

Respectfully submitted,

Nancy Bush, Director

# FACILITIES USE AGREEMENT

between the

ESTACADA SCHOOL DISTRICT

and

Clackamas County

This Facilities Use Agreement (this “Agreement”) is entered into this 2 day of July, 2019, by and between the Estacada School District hereinafter referred to as Partner, and Clackamas County, hereinafter referred to as County.

WHEREAS, Clackamas County is the Local Public Health Authority under ORS Chapter 431 for all cities and unincorporated areas within its borders; and

WHEREAS, the County is authorized by ORS Chapter 401 to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency; and

WHEREAS, the County and Partner desire to establish a relationship of cooperation in the event of a natural or human-caused public health or other emergency in Clackamas County where mass care, vaccination, medication, commodity (e.g., food, water) distribution centers and/or other activities become necessary for emergency activities; and

WHEREAS, the Partner is the owner of certain real property described as Estacada High School (the “Property”) that can accommodate mass care, vaccination, medication, commodity distribution, and other activities that, in the event of a public health and/or other related regional emergency, would assist the County in performing its functions described above; and

WHEREAS, the County and Partner desire to establish an agreement for use of Partner’s Property in advance of potential public health or natural disasters;

NOW, THEREFORE, in consideration of the mutual obligations as described in this Agreement, the parties understand that:

A. Use of Property: Partner hereby grants County the right to use the Property for the following purposes, together with any use reasonably related to the same:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Point of distribution (vaccines, medication, commodities (e.g. food, water)) | <input checked="" type="checkbox"/> Landing zones  |
| <input checked="" type="checkbox"/> Sheltering for community members   | <input checked="" type="checkbox"/> Community reception / reunification / assistance centers |
| <input type="checkbox"/> Sheltering for small animals  | <input checked="" type="checkbox"/> Children disaster services                               |
| <input type="checkbox"/> Sheltering for large animals  | <input checked="" type="checkbox"/> Community meetings                                       |
| <input type="checkbox"/> Long-term housing trailers  | <input checked="" type="checkbox"/> General emergency response/coordination                  |
|  | <input type="checkbox"/> Other (described in an attachment hereto)                           |

- B. Term: this Agreement shall be effective upon execution and shall terminate (1) upon mutual written consent of the parties; (2) for convenience following thirty (30) days' written notice to the other party, or (3) upon breach of the terms of this Agreement.
- C. Compensation: County shall compensate Partner as follows [CHECK ONE]:
- Partner agrees not to charge any fee for the County's use of the Property.
  - County will pay Partner the sum of \$ [INSERT COMPENSATION SCHEDULE].
- D. Dates of Use: Upon notice by County of the occurrence of an emergency or other event necessitating County's requested use of the Property, Partner shall vacate the Property, or portions thereof, at a date and time mutually agreed upon by the parties.
- E. Partner's Responsibilities: Partner's responsibilities for County's use of the Property are as follows:
- a) Partner makes no warranty or representation about the Property. County accepts the Property "AS IS." The parties will jointly conduct a pre-occupancy survey of the Property before County takes possession, and agree to record any existing damage or conditions.
  - b) Partner shall make personnel available, at County's expense, to address facility-related issues that may occur during the time the County is making use of the Property.
  - c) Partner shall identify and maintain a current contact list, attached hereto as Attachment A and incorporated by this reference herein, for the following applicable Property-related contacts:
    - 1. Security systems;
    - 2. Electrical systems;
    - 3. Refrigeration systems;
    - 4. Heating and cooling; and
    - 5. Facilities Management.
  - d) Unless otherwise agreed to by the parties in writing, Partner shall be responsible for all utility services, and associated fees and charges, to the Property.
- F. County's Responsibilities: County's responsibilities for use of the Property are as follows:
- a) County agrees to leave the Property in its original, clean condition. County will remove all equipment and personal property brought onto the Property. County will use reasonable care to prevent damage to the Property. County shall be responsible for any cleaning, repair, or remediation costs arising from or related to County's use of the Property.



- b) The County will not make any changes or modifications to the facilities without Partner's prior written approval.
  - c) The County will notify Partner as soon as practicable when the Property has been cleared and is available for re-occupancy by the Partner.
- G. Indemnification: Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 – 30.300) and the Oregon Constitution, Article XI, Section 10, County agrees to defend, indemnify and hold the Partner harmless from any loss, damage, injury, claim, or demand caused by the negligent or willful acts of the County or its officers, elected officials, employees, agents, or anyone over which the County has a right to control.
- H. Insurance. The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- I. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon. Any claim between County and Partner that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- J. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- K. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- L. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- M. Independent Contractor. Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties

any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

- N. No Third-Party Beneficiary. Partner and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- O. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- P. Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. Contact Information

Unless specified otherwise, for purposes of this Agreement the following persons will serve as the official points of contact for each party:

Clackamas County Disaster Management  
Sarah Eckman  
Administrative Services Manager  
2200 Kaen Road  
Oregon City, OR 97045  
(503) 655-8378  
[sarahste@clackamas.us](mailto:sarahste@clackamas.us)

Estacada School District  
Mike Waer  
Executive Director of Operations  
1101 NE Broadway St  
Estacada, OR 97023  
503-630-8606  
[waerm@estacada.k12.or.us](mailto:waerm@estacada.k12.or.us)

*(Signature Page Follows)*

SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT BETWEEN CLACKAMAS COUNTY AND ESTACADA SCHOOL DISTRICT FOR USE OF HIGH SCHOOL FACILITY

CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

ESTACADA SCHOOL DISTRICT

\_\_\_\_\_  
Chair By: \_\_\_\_\_

 9/9/19

Title: Mike Waer, Executive Director of  
Operations

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

# ATTACHMENTS

## ESTACADA HIGH SCHOOL

**Facility Physical Address: 355 NE 6TH AVE, ESTACADA, OR 97023**

The following are the primary decision maker contacts for the above listed facility in order of first responsibility as of July 2, 2019:

Call down order	Name	Title/Role	Office Phone	Cell Phone	Email
1	Mike Waer	Exec. Director of Operations	503-630-8606	503-384-8525	<a href="mailto:waerm@estacada.k12.or.us">waerm@estacada.k12.or.us</a>
2	John Simpson	Lead Facilities Coordinator	503-630-8606	503-490-6765	<a href="mailto:simpsonj@estacada.k12.or.us">simpsonj@estacada.k12.or.us</a>
3					
4					
5					
6					

Contacts for key facility systems are:

System	Name	Title/Role	Office Phone	Cell Phone	Email
Security	John Simpson	Lead Facilities Coordinator	503-630-8606	503-490-6765	<a href="mailto:simpsonj@estacada.k12.or.us">simpsonj@estacada.k12.or.us</a>
Electrical	John Simpson	Lead Facilities Coordinator	503-630-8606	503-490-6765	<a href="mailto:simpsonj@estacada.k12.or.us">simpsonj@estacada.k12.or.us</a>
Refrigeration	John Simpson	Lead Facilities Coordinator	503-630-8606	503-490-6765	<a href="mailto:simpsonj@estacada.k12.or.us">simpsonj@estacada.k12.or.us</a>
Heating and cooling	John Simpson	Lead Facilities Coordinator	503-630-8606	503-490-6765	<a href="mailto:simpsonj@estacada.k12.or.us">simpsonj@estacada.k12.or.us</a>
Facilities Management	John Simpson	Lead Facilities Coordinator	503-630-8606	503-490-6765	<a href="mailto:simpsonj@estacada.k12.or.us">simpsonj@estacada.k12.or.us</a>



September 19, 2019

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Resolution to Support Designation of the  
North Urban Clackamas County Enterprise Zone

<b>Purpose/Outcomes</b>	Approve a resolution to designate the North Urban Clackamas County Enterprise Zone (NUCCEZ) jointly with the City of Milwaukie, the City of Gladstone, and the Port of Portland. Enterprise zones are designed to encourage business investment through property tax exemption.
<b>Dollar Amount and Fiscal Impact</b>	Businesses locating or expanding in an Enterprise Zone may be eligible for abatement of property taxes for up to five years on eligible portions of new investments.
<b>Funding Source</b>	Applicants pay an application fee of 0.1% of the proposed total investment. Application fee revenue supports administration of the Enterprise Zone program within the Business and Community Services (BCS) Economic Development division.
<b>Duration</b>	The statewide Enterprise Zone program is currently slated to sunset on June 30, 2025. Without reauthorization by the State, the NUCCEZ will expire on this date (although any participants authorized before this date would be eligible for the full term of property tax abatement).  With appropriate program reauthorization by the State, the NUCEZZ could remain in effect through June 30, 2030.
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build public trust through good government</li> <li>• Grow a vibrant economy</li> </ul>
<b>Previous Board Action</b>	March 19, 1998 - Original zone approval March 27, 2008 - Re-designated January 27, 2011 - Expanded December 1, 2016 - Expanded
<b>Counsel Review</b>	This Resolution has been reviewed and approved as to form by County Counsel on August 28, 2019.
<b>Contact Person</b>	Cindy Moore, BCS Economic Development Coordinator, 503-742-4328

**BACKGROUND:**

Enterprise zones are part of a state-initiated tax-abatement program available to businesses looking to locate or expand in a designated area. Qualified businesses may be eligible to receive exemption from local property taxes on new investments, including building construction and improvements, machinery, and equipment for a period of three to five years.

The NUCCEZ was originally established in 1998 as the Milwaukie/North Clackamas Enterprise Zone. It was later re-designated and expanded in 2008 to include the Clackamas Industrial Area. In 2011, the zone was expanded to include the City of Happy Valley and was renamed the NUCCEZ.

The current designation for the NUCCEZ expired on June 30, 2019. The Clackamas County Economic Development Division of Business & Community Services is working with co-sponsors from the City of Gladstone and the City of Milwaukie to re-map and designate the NUCCEZ. The City of Happy Valley was removed from consideration in the proposed designation of the NUCCEZ because the current income levels in the City exceed thresholds for participation in the Enterprise Zone program. The City of Gladstone and additional areas of unincorporated Clackamas County meeting the required demographic criteria have been added to the NUCCEZ. The proposed zone boundary map is attached as Exhibit B.

Notice has been distributed to the taxing districts in the proposed boundary, which included an invitation to a public meeting on September 10, 2019 to answer questions on this program.

In order to designate the NUCCEZ, all sponsoring governments must adopt designation resolutions. The anticipated timeline for sponsoring governments to consider resolutions is as follows:

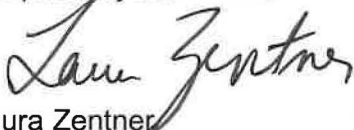
- September 17, 2019 - Milwaukie City Council
- September 17, 2019 - Clackamas Board of County Commissioners
- October 8, 2019 - Gladstone City Council
- October 9, 2019 - Port of Portland Commission

Once the resolutions are adopted by all sponsoring governments, BCS Economic Development will submit the final application to Business Oregon for review and approval.

**RECOMMENDATION:**

Staff respectfully recommends approval of the Resolution to support designation of the North Urban Clackamas County Enterprise Zone.

Respectfully submitted,



Laura Zentner  
Director, Business & Community Services

**ATTACHMENTS:**

Exhibit A: Resolution designating the North Urban Clackamas County Enterprise Zone  
Exhibit B: Proposed NUCCEZ boundary map

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**  
**OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Designating the  
North Urban Clackamas County  
Enterprise Zone



Resolution No. \_\_\_\_\_  
*Page 1 of 2*

**WHEREAS** Clackamas County is committed to encouraging economic development activity to retain existing businesses and attract new businesses; and

**WHEREAS**, the North Urban Clackamas County Enterprise Zone (NUCCEZ) expired on June 30, 2019; and

**WHEREAS**, Clackamas County, the City of Milwaukie, the City of Gladstone and the Port of Portland are co-sponsoring an application to Business Oregon, the State of Oregon Economic Development Department, to designate and the NUCCEZ; and

**WHEREAS**, the Clackamas County and the co-sponsors support designation of the NUCCEZ which includes eligible industrial and commercial zoned parcels, which meet other statutory limitations on size and configuration, and is depicted on a map (Exhibit A); and

**WHEREAS**, Clackamas County has sent notices to the municipal corporations, school districts, and special service districts, that receive operating revenue through the levying of ad valorem taxes on real and personal property in any area of the NUCCEZ to invite these agencies to a public meeting regarding the re-designation and boundary change on September 10, 2019 in order for the sponsoring governments to consult with these other local taxing districts; and

**WHEREAS**, Clackamas County will fulfill its duties and implement provisions jointly with other co-sponsors under Oregon Revised Statute (ORS) Chapter 285C and related parts of Oregon law to re-designate the boundary; and

**WHEREAS**, the NUCCEZ does not grant or imply permission to develop land within the zone without complying with prevailing zoning, regulatory and permitting processes, and restrictions for applicable jurisdictions; nor does it indicate any intent to modify those processes or restrictions, except as otherwise stated in accordance with comprehensive plans as acknowledged by the State of Oregon Land Conservation and Development Commission.

**NOW, THEREFORE**, the Clackamas County Board of Commissioners do hereby resolve and affirm that

Under ORS 285C.065 Clackamas County does hereby designate the North Urban Clackamas County Enterprise Zone jointly with the City of Milwaukie, the City of Gladstone and the Port of Portland. The NUCCEZ boundary and area of which are described in the exhibit A.

The NUCCEZ manager is authorized to submit documentation of this designation to the Oregon Business Development Department on behalf of the zone sponsors for purposes of a positive determination in favor under ORS 285C.074.

The change of the NUCCEZ boundary takes effect on the date that this resolution is adopted (or later, as so stipulated by Business Oregon in its determination following any revision or resubmission documentation).

**DATED** this 19<sup>th</sup> day of September, 2019.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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Chair

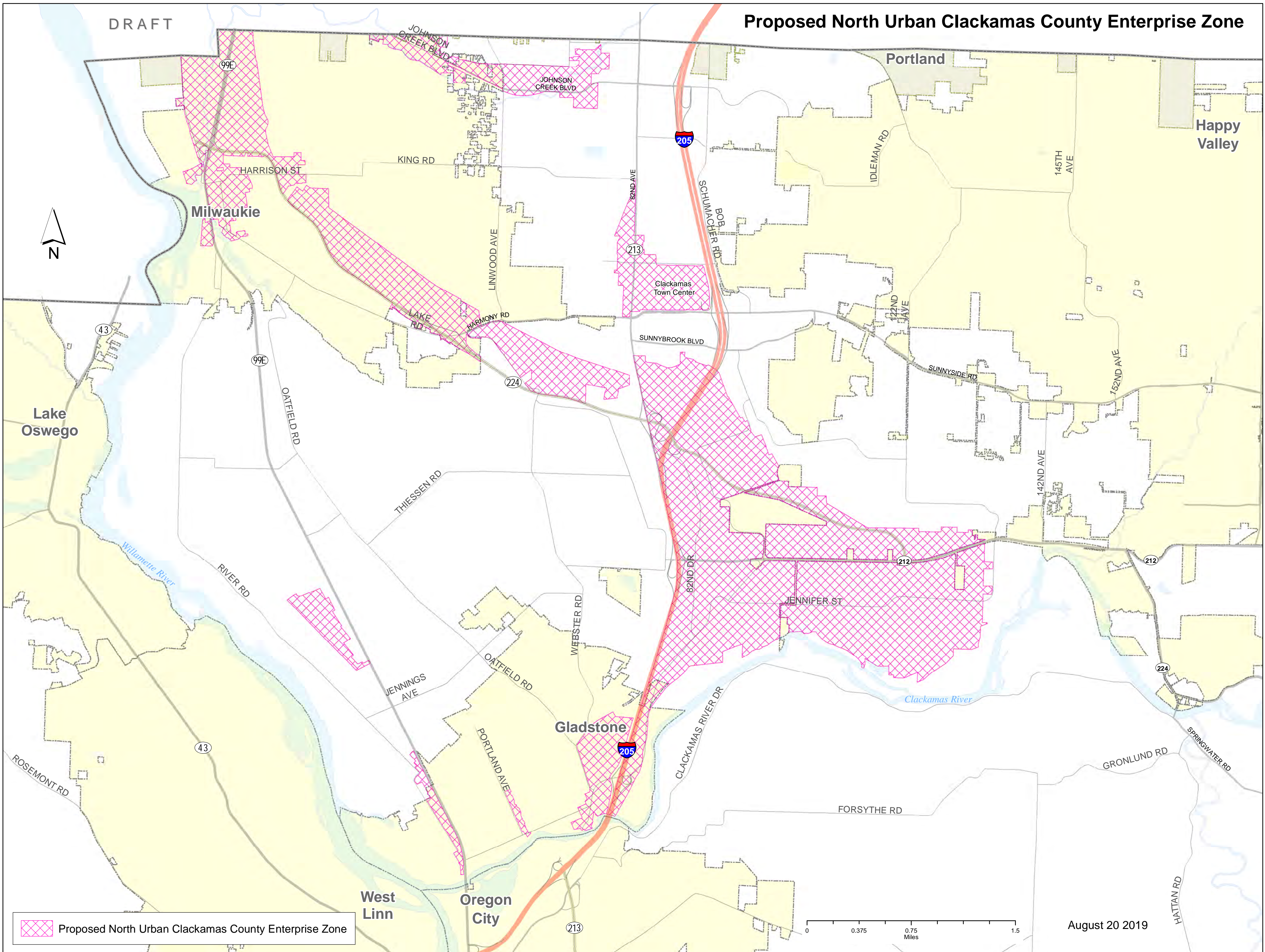
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Recording Secretary

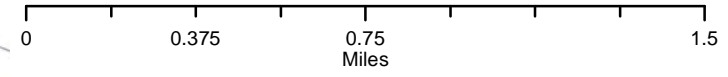


DRAFT

# Proposed North Urban Clackamas County Enterprise Zone



 Proposed North Urban Clackamas County Enterprise Zone



August 20 2019



September 19, 2019

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Amendment #2 to an Intergovernmental Agreement  
 with the City of Gladstone to provide Library Director Services

<b>Purpose/Outcomes</b>	Provide temporary Library Director services to the City of Gladstone until Gladstone Public Library operations are transferred to the County.
<b>Dollar Amount and Fiscal Impact</b>	\$6,041.08 in revenue, credited to the BCS Oak Lodge Library program
<b>Funding Source</b>	N/A - Revenue
<b>Duration</b>	Through October 31, 2019
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build public trust through good government</li> </ul>
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• <i>October 10, 2017 Business Meeting</i> – Approval of Settlement Agreement with City of Gladstone</li> <li>• <i>February 15, 2018 Business Meeting</i> – Approval of Amendment No. 1 to the Settlement Agreement with the City of Gladstone</li> <li>• <i>July 12, 2018 Business Meeting</i> – Approval of Intergovernmental Agreement with the City of Gladstone to Provide Library Director Services</li> <li>• <i>July 18, 2019 Business Meeting</i> – Approval of an Intergovernmental Agreement Amendment with the City of Gladstone to provide Library Director Services (extension through September 30, 2019)</li> </ul>
<b>County Counsel</b>	Approved as to Form by County Counsel on September 3, 2019.
<b>Contact Person</b>	Laura Zentner, BCS Director, 503-742-4351

**BACKGROUND:**

In October 2017, the County and the City of Gladstone entered into a Settlement Agreement which contemplates the operation and construction of two new libraries, one located within the City of Gladstone and one located within the Oak Lodge Library service area. Both libraries will be managed and operated by the County. County and City staff have begun the planning process to transfer operations of the Gladstone Library to the County, and anticipate this transfer will be completed in FY 19-20.

In 2018, following the resignation of the City of Gladstone’s Library Director, the City and the County entered into an intergovernmental agreement (IGA) under which the County has been providing temporary Library Director Services to the City of Gladstone. The Director of the BCS Oak Lodge Library, Mitzi Olson, has been serving as Director of the Gladstone Library since July 2018.

Under this second IGA amendment, the County will continue to provide Library Director Services to the City of Gladstone through October 31, 2019. In consideration, the City of Gladstone will pay the County \$6,041.08 representing one half of Director Olson's salary and benefits for the time period of the amendment.

The City of Gladstone and the County are currently working to enter into a separate IGA for the ongoing management and operation of the Gladstone Public Library starting in FY 19-20. That IGA will be presented to the Board at a later date.

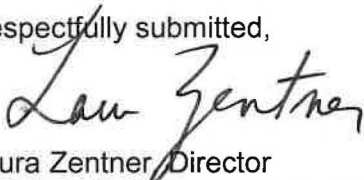
**RECOMMENDATION:**

Staff recommend that the Board of County Commissioners approve Amendment #2 to Intergovernmental Agreement between Clackamas County and the City of Gladstone.

**ATTACHMENTS:**

1. Amendment #2 to Intergovernmental Agreement between Clackamas County and the City of Gladstone.

Respectfully submitted,

A handwritten signature in cursive script that reads "Laura Zentner". The signature is written in black ink and is positioned above the printed name and title.

Laura Zentner, Director  
Business and Community Services

**AMENDMENT #2 TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND THE CITY OF GLADSTONE**

THIS AMENDMENT ("Amendment") is entered into by and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the City of Gladstone ("City") and shall become a part of that Intergovernmental Agreement entered between the parties on July 17, 2018 (the "Agreement"), as amended.

**RECITALS**

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the parties desire to extend the effective date of the Agreement and to provide additional compensation for the County to provide temporary library director services on behalf of the City during the extended term of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Effective Date.** Section 1, Effective Date, of the Agreement is hereby amended to extend the termination date of the Agreement from September 30, 2019 to October 31, 2019.
2. **Consideration.** Section 2, Consideration, of the Agreement is hereby amended to provide additional compensation for the extended term of the Agreement. For the period of October 1, 2019 through October 31, 2019, the City will pay the County the sum of \$6,041.08, which sum represents half of salary and benefits of the current Oak Lodge Library Director, Mitzi Olson, during the extended term of the Agreement. The City shall make payment to the County within thirty (30) days of execution of this Amendment.


Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment, effective upon the date of the last signature below.

**IN WITNESS HEREOF**, the Parties have executed this Amendment by the date set forth opposite their names below.

**Clackamas County**

**City of Gladstone**

\_\_\_\_\_  
Chair, Board of County Commissioners

  
By: TAMIY STEMPEL  
Its: MAYOR

\_\_\_\_\_  
Date

9/11/2019  
Date



Capt. Malcolm McDonald  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 5874 between the State of Oregon, Department of Corrections and Clackamas County

<b>Purpose/Outcome</b>	This IGA will provide funding for Community Corrections Men’s and Women’s Corrections Substance Abuse Programs for the 2019-2021 biennium.
<b>Dollar Amount and Fiscal Impact</b>	\$631,675 These state dollars fund 8.3% of the Corrections Substance Abuse Programs.
<b>Funding Source</b>	State of Oregon Department of Corrections, Measure 57 Supplemental Funds
<b>Duration</b>	July 1, 2019-June 30, 2021
<b>Previous Board Action/Review</b>	Biennial approval.
<b>Strategic Plan Alignment</b>	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
<b>Contact Person</b>	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

**BACKGROUND:** This IGA is required for any county receiving Community Corrections funds. Approval of this IGA allows for continuation of funding of the current Community Corrections Substance Abuse Programs through Measure 57 supplemental funds.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve the Intergovernmental Agreement No. 5874 between Clackamas County and the Oregon Department of Corrections, for the Measure 57 supplemental funds.

Respectfully submitted,

Captain Malcolm McDonald  
Director, Community Corrections

m57

INTERGOVERNMENTAL AGREEMENT #5874  
BETWEEN THE STATE OF OREGON AND CLACKAMAS COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Clackamas County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY's percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

## **I DEFINITIONS**

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY's Intervention Budget Summary is described in Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Corrections Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. County Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted offenders under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance of conditions of the Plan.
- H. Participant: An offender, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to offender violations of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

## II AUTHORITY AND DURATION

### A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

### B. Duration

This Agreement will become effective on **July 1, 2019** and will remain in effect until **June 30, 2021** or until terminated according to Section XI (*Termination*).

## III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the



designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

#### **IV AMENDMENTS GENERALLY**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

#### **V DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
  - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
  - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
  - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
  - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
  - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
  - 6. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and sure and which encourage recovery goals while holding Participants accountable for non-compliance behaviors.
  8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
  9. Co-ed treatment shall be avoided if possible.
  10. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
  11. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
  2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module
  3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

**VI DEPARTMENT RESPONSIBILITIES.** The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

**VII PERFORMANCE GOALS**

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated offenders.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

## VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2020.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$631,675. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

## IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

**X INDEMNIFICATION.** See Exhibit B.

**XI TERMINATION**

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

**XII COMPLIANCE WITH APPLICABLE LAW**

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

**XIII ACCESS TO RECORDS**

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

**XIV SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

**XV GOVERNING LAW; JURISDICTION; VENUE**

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**XVI WAIVER**

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

**XVII EXECUTION AND COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

**XVIII NOTICE**

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director  
Community Corrections Division  
Department of Corrections  
2575 Center St. NE  
Salem, OR 97301  
Telephone: 503-945-8876  
Fax: 503-373-7810  
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Malcolm McDonald, Director  
Clackamas County Community Corrections  
1024 Main Street  
Oregon City, OR 97045  
Telephone: 503-655-8603  
Fax: 503-650-8942  
Email: malcolmmcd@co.clackamas.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

**XIX MERGER; INTEGRATION**

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON  
DEPT. OF CORRECTIONS

CLACKAMAS COUNTY

\_\_\_\_\_  
Jeremiah Stromberg, Assistant Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Reviewed by the  
Oregon Attorney General's Office:

/s/  
\_\_\_\_\_  
Assistant Attorney General

**EXHIBIT A**  
**COUNTY INTERVENTION PLAN and BUDGET SUMMARY**  
**CLACKAMAS COUNTY**

Clackamas County Community Corrections  
M57 Supplemental Fund  
Program Summary

- The Corrections Substance Abuse Program (CSAP) is a residential alcohol and drug treatment program providing 50 beds for males at the Corrections Center and 34 beds at the Women's Center. CSAP targets felony convicted high and medium-high risk to reoffend male and female clients on supervision. Participants may be on parole, post-prison supervision or probation with Clackamas County Community Corrections.
  
- The Men's and Women's CSAP programs are approximately one year in length with a minimum of six months in residence at the Corrections Center or Women's Center followed by six months of structured aftercare. Treatment is provided by licensed Mental Health Therapists and Community Correction's Counselors who specialize in both addictions and in working with the offender population. Focus is placed on treatment for substance abuse as well as criminal conduct. Clients spend approximately 38 hours per week in structured activities. Treatment curriculum is evidence based and addresses each participant's assessed risk and needs.
  
- Both MCSAP and WCSAP programs utilize in-house sanctions such as additional chores, loss of privileges and extra treatment assignments. Rewards/Reinforcers are used to reinforce the positive changes clients are making. Both CSAP programs utilize a token economy system where clients can purchase items such as coffee, snacks, and hygiene items and can earn extra privileges in the program.
  
- MCSAP and WCSAP collaborate with Clackamas County Courts, Jail, Behavioral Health, and Public Health. Through sentencing to these treatment programs, clients are allowed an alternative to jail. The Jail assists this transition to the programs by making clients available for evaluation prior to release to identify if the client is program appropriate. Behavioral Health is contracted to provide Mental Health Therapists who facilitate evaluations and supervise treatment.



## 2019-2021 M57 Supplemental Funds Intervention Program Budget Summary

<b>Program Expenses</b> (please be detailed)	17-19 M57 Supplemental Funds Carryover	19-21 M57 Supplemental Funds	Other State Funds	County/Local Funds	<b>Total</b>
<b>A. Supervision Related Personnel Costs</b>  Salaries and wages 6.0 FTE Corrections Officer 3.5 FTE Corrections Counselor 2.5 FTE Corrections Technician 1.0 FTE Corrections Aide 0.5 FTE Human Svc Coord  Payroll taxes and benefits	0	412,684	2,816,587	1,720,224	\$4,949,495
<b>B. Materials and Services</b>  Residential Expenses: Room & Board Janitorial/laundry Client support services Building Maintenance UA kits/lab Books/materials Office Supplies Allocated Costs	0	115,416	787,726	481,100	\$1,384,242
<b>C. Treatment Provider and/or Contracted Professional Services</b>  A&D Special Services: 3.5 MH Specialists 160 hours/week Consultation Group treatment Psych/med reviews 2 FTE Mentors Nurse/medical services Medication Assisted Treatment (MAT)	0	103,575	706,898	431,737	\$1,242,210
<b>D. Sanction Costs (by type)</b>	0	0	0	0	0
<b>E. Capital Outlay and Start-Up Costs</b>	0	0	0	0	0
<b>Total</b>	\$0	\$631,675	\$4,311,211	\$2,633,061	\$7,575,947

**EXHIBIT B  
INDEMNIFICATION  
CLACKAMAS COUNTY**

**Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

### **Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

### **Subcontractor Insurance Requirements**

#### **GENERAL.**

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### **TYPES AND AMOUNTS.**

##### **PROFESSIONAL LIABILITY**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



CHRISTINA L. McMAHAN  
DIRECTOR

**JUVENILE DEPARTMENT**

**JUVENILE INTAKE AND ASSESSMENT CENTER**  
2121 KAEN ROAD | OREGON CITY, OR 97045

September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement and Amendment No. 4  
With State of Oregon for Title IVE Funding**

<b>Purpose/ Outcomes</b>	This IGA provides reimbursement dollars through the federal Title IVE Reimbursement Program for reimbursement of both maintenance and administrative claims provided by the Juvenile Dept. to the State of Oregon.
<b>Dollar Amount and Fiscal Impact</b>	State of Oregon will provide up to \$5,200,000.00 to the Department. There are no general fund dollars required.
<b>Funding Source</b>	Department of Justice through Title IVE
<b>Duration</b>	Effective through September 30, 2021.
<b>Previous Board Action</b>	July 21, 2016 Agenda Item E-2, September 28, 2019 Agenda Item D.1.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused.</li><li>2. Ensure safe, healthy, and secure communities.</li></ol>
<b>Counsel Review</b>	Approved 9/9/19
<b>Contact Person</b>	Ed Jones, Administrative Services Manager, x3169
<b>Contract No.</b>	145855

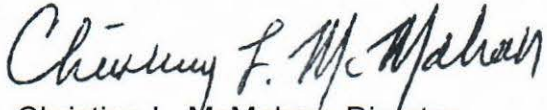
**BACKGROUND:**

State of Oregon through the Department of Human Services has worked collaboratively with the County Juvenile Department to bring Title IVE funding to the county. This program allows reimbursement of costs to the Juvenile Department for services we already render to youth at risk of being placed out of their home. The reimbursement allows hard costs of short term residential program beds and assessment and evaluation bed costs to be partially reimbursed.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement Amendment No. 4.

Respectfully submitted,

A handwritten signature in black ink, reading "Christina L. McMahan". The signature is written in a cursive style with a large initial "C".

Christina L. McMahan, Director  
Juvenile Department



Agreement Number 145855

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 4 to Agreement Number 145855 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County  
2121 Kaen Road  
Oregon City, Oregon 97045  
Attention: Lisa Krzmarzick  
Telephone: 503-655-8342  
Facsimile: 503-655-8448  
E-mail address: [LKrzmarzick@co.clackamas.or.us](mailto:LKrzmarzick@co.clackamas.or.us)**

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) September 30, 2019 or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows:
  - a. Amend Initial page County information as follows: Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold.**

**Clackamas County  
2121 Kaen Road  
Oregon City, Oregon 97045  
Attention: Ed Jones~~Lisa Krzmarzick~~  
Telephone: 503-650-3169~~655-8342~~  
Facsimile: 503-655-8448  
E-mail address: EJones~~LKrzmarzick@co.clackamas.or.us~~**

- b. Amend Section 1 “Effective Date and Duration” to read as follows: Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

1. Effective Date and Duration.

Upon the date this Agreement is approved by the Department of Justice and signatures have been obtained by all applicable parties, this Agreement shall be effective on October 1, 2013. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on September 30, ~~2021~~2019. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

- c. Amend Section 4. “Vendor or Sub-Recipient Determination” to read as follows: Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, DHS’ determination is that:

County is a sub-recipient  County is vendor  Not applicable

**Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.658**

- d. Amend Exhibit B, Standard Terms and Conditions, Section 25. “Notice” DHS address only, to read as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

DHS: Office of Contracts & Procurement  
~~250 Winter Street, Room 306~~635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

- e. Exhibit D, “Required Federal Terms and Conditions” is hereby superseded and restated in its entirety, as set forth in Exhibit D, “Federal Terms and Conditions”, attached hereto and incorporated herein by this reference.

- f. Exhibit E, “Information Required by 2 CFR 200.331(a)(1)” is hereby superseded and restated in its entirety, as set forth in Exhibit E, “Information Required by 2 CFR 200.331(a)(1)”, attached hereto and incorporated herein by this reference.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.



4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:
- a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
  - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
  - c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
  - d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - e. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
  - f. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
  - g. County is not subject to backup withholding because:
    - (1) County is exempt from backup withholding;
    - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or

- (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

**6. Signatures.**

**COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**Clackamas County**

**By:**

Authorized Signature	Printed Name
Title	Date

**State of Oregon acting by and through its Department of Human Services**

**By:**

Authorized Signature	Printed Name
Title	Date

**Approved for Legal Sufficiency:**

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General	September 5, 2019
Department of Justice	Date

## EXHIBIT D

### Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:

  - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit

Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or

future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**6. Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

**7. Audits.**

- a.** County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b.** If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

**8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance

with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:
- (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to DHS clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions;
  - (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
  - (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above;
  - (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction;
  - (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
  - (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above;
  - (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above;
  - (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed

abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.



- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

**12. Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**13. Disclosure.**

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**14. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

**EXHIBIT E**  
**Information Required by 2 CFR § 200.331(a)(1)\***

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): County of Clackamas, Oregon
2. Subrecipient's DUNS number: 096992656
3. Federal Award Identification Number (FAIN): 1601ORFOST
4. Federal Award Date: January 01, 2019
5. Sub-award Period of Performance Start and End Date: From 10/01/2019 to 09/30/2021
6. Total Amount of Federal Funds Obligated by this Agreement: \$5,200,000
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$5,200,000
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$5,200,000
9. Federal award project description: Foster Care Title IV-E
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: U.S. Department of Health & Human Services, Administration for Children & Families
  - (b) Name of pass-through entity: Department of Human Services (DHS)
  - (c) Contact information for awarding official of the pass-through entity: Sherril Kuhns
11. CFDA Number and Name: 93.658  
Amount: \$5,200,000
12. Is Award Research and Development?  Yes  No
13. Indirect cost rate for the Federal award: 0%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to DHS.

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year 2019-2020.

# DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

**Document number:** 145855, hereinafter referred to as "Document."

I, Jim Bernard Chair  
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and Clackamas County \_\_\_\_\_ by email.

**Contractor's name**

On September 19, 2019,  
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

**Confidential**  
**CONTRACTOR TAX IDENTIFICATION INFORMATION**  
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

**Document number:** 145855 \_\_\_\_\_

Legal name *(tax filing)*: Clackamas County \_\_\_\_\_

DBA name *(if applicable)*: \_\_\_\_\_

Billing address: 2051 Kaen Road \_\_\_\_\_

City: Oregon City State: OR Zip: 97045 \_\_\_\_\_

Phone: (503) 650-3169 \_\_\_\_\_

FEIN: 096992656 \_\_\_\_\_

- OR -

SSN: \_\_\_\_\_



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for a Fiber Lease Agreement with  
Cascade Access LLC for a connection to Barton Park

<b>Purpose/Outcomes</b>	Clackamas Broadband eXchange (CBX) is looking for approval to lease a pair (2 fibers) of dark fibers from Cascade Access LLC for a new connection to Barton Park.
<b>Dollar Amount and Fiscal Impact</b>	CBX will pay Cascade Access LLC an annual fee of \$3,600.00 for the use of the dark fibers to Barton Park.
<b>Funding Source</b>	CBX will pay the monthly lease fee for the dark fiber connection and then be reimbursed by the County Roads Department.
<b>Duration</b>	Effective upon signature by the board the SLA is effective for three (3) years and then moving to a month to month lease.
<b>Previous Board Action</b>	Board has previously approved a similar SLA with Clear Creek Communications.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Build a strong infrastructure.</li><li>2. Build public trust through good government.</li></ol>
<b>Contact Person</b>	Dave Devore (503)723-4996

**BACKGROUND:**

CBX is requesting a new Fiber Lease Agreement with Cascade Access LLC for the lease of a pair of dark fiber to Barton Park. This agreement will allow Clackamas County to save considerable finances over building their own fiber assets and at the same time allowing CBX to provide enhanced services to the Barton Park location.

**RECOMMENDATION:**

Staff respectfully recommends approval to enter into this new agreement with Cascade Access LLC. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings  
CIO Technology Services

## FIBER AGREEMENT

This Agreement made effective as of October 1, 2019, by and between Cascade Access, LLC, Cascade Utilities, Inc. d.b.a. Reliance Connects, 287 SW 3<sup>rd</sup> Ave, Estacada, OR 97023 ("Cascade") and Clackamas County Technology Services 121 Library Court, Oregon City, OR 97045, ("Clackamas County").

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Fiber.** Cascade hereby grants to Clackamas County:
  - a. The exclusive use of one pair (2) dark fibers on the route more particularly described in Exhibit "A" attached hereto and hereby incorporated herein (the "Fiber").
2. **Term.** The term of this Agreement shall commence on the date first set forth above and continue for three (3) years. Thereafter, the Agreement shall continue month to month unless terminated by either party upon written notice to the other party not less than one hundred twenty (120) days but not to exceed a maximum of 10 years from date signed.
3. **Consideration.** Clackamas County shall pay to Cascade the sum of \$300.00 per month. The first payment shall be due and payable on March 15, 2019, and each subsequent payment shall be due and payable on the same day of each month thereafter. The monthly payment will continue until the termination of this contract.
4. **Use.**
  - a. **Permitted Use.** The parties agree that Clackamas County shall use the Fibers to provide ethernet transport for Barton Park services only and shall not use the Fiber or the Terminal to provide competitive Broadband or Local Exchange Telecommunications Service, as that term is defined in ORS 759.005(3), as certified by the Oregon Public Utility Commission.
  - b. **Restrictions on Use.**
    - i. Clackamas County shall ensure that its use of the Fiber shall not interfere with Cascade's operations, facilities or equipment.
    - ii. Clackamas County shall not substitute, remove, add, alter, amend or expand the Fiber or any part thereof without first obtaining Cascade's written consent.
    - iii. Clackamas County shall notify Cascade in writing at least ten (10) calendar days prior to the initiation of any construction affecting the Fiber. Clackamas County shall use its best efforts to coordinate its construction activities with Cascade so as to cause the least disruption to Licensor.
    - iv. Clackamas County shall comply with all applicable government codes, ordinances, laws, rules and regulations and all reasonable requests, demands or requirements communicated by Cascade as to safety and the use of the Fiber.
    - v. Clackamas County shall not resell the Fiber or any part thereof or allow other carriers to interconnect with the Fiber.
5. **Cascade's Maintenance Obligations.**
  - a. Cascade shall maintain and repair the Fiber at its expense. Cascade shall use its best efforts to provide Clackamas County with 48 hours advance notice prior to any routine or scheduled maintenance and repair. The Fiber shall be maintained in accordance with all applicable building, construction and safety codes as well as any other applicable federal, state or local laws, codes, ordinances, statutes and regulations.
  - b. At Clackamas County's request, Cascade shall splice the Fiber with other fiber or connect the Fiber to other facilities at Clackamas County's expense.
  - c. In the event of a disruption of service due to a defect, fault, failure or other problem of the Fiber or facilities located within Cascade's exchange boundary, Cascade shall cause service to be restored as quickly as reasonably practicable, taking such reasonable

- measures as are necessary for restoration.
- d. Clackamas County shall notify Cascade immediately when it becomes aware of a defect, fault, failure or other problem with the Fiber.
6. **Utilities.** Cascade shall, at its expense, provide all electricity at its premises (Estacada Central Office and Eagle Creek Central Office) as may be reasonably necessary for Clackamas County to operate, monitor, maintain and repair the Fiber and associated equipment.
7. **Liability and Indemnification.**
- a. **Release from Liability.** Each party releases the other party and their directors, officers, employees, affiliates and agents from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Fiber, the Terminal or any associated equipment, not caused by a party's negligent or willful misconduct. Any losses or damages for which either party is held liable under this Agreement shall in no event exceed the amount of the charges for the Fiber during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received, to the time Fiber is restored.
- b. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF REVENUE OR PROFIT FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OF THE FIBER PROVIDED UNDER THIS AGREEMENT THAT IS SUFFERED BY THE OTHER PARTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
- c. **Third Parties.** Each party agrees to release, defend, indemnify, and hold harmless the other party and its directors, officers, employees, affiliates and agents from and against any and all losses, damages, or other liability, including reasonable attorneys' fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits brought by third parties, arising directly or indirectly out of this Agreement and resulting from the negligence of, or willful misconduct by, the indemnifying party, its employees, agents, or contractors in the performance or failure of performance of this Agreement. Provided, however, that any obligation of the County to indemnify, hold harmless and defend Cascade shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300).
- d. **Infringement.** Each party agrees to release, defend, indemnify, and hold harmless the other party and its directors, officers, employees, affiliates and agents from and against any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the indemnifying party's employees or equipment licensed under this Agreement. Provided, however, that any obligation of the County to indemnify, hold harmless and defend Cascade shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300).
- e. **No Warranties.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PGE NOR CASCADE MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER OR TO ANY THIRD PARTY CONCERNING THE SPECIFIC QUALITY OF THE FIBER PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, THAT THE FIBER PROVIDED UNDER THIS AGREEMENT WILL BE ERROR FREE OR THAT THE FIBER WILL OPERATE WITHOUT INTERRUPTION. PGE AND CASCADE DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR FROM USAGES OF TRADE.



**Insurance.** Clackamas County is self-insured. Cascade hereby agrees that Clackamas County's self-insurance is sufficient to satisfy its obligations under this Agreement.

8. **Force Majeure.**

- a. If any party is unable to carry out its obligations under this Agreement as a result of an event, cause, or condition of Force Majeure, the party claiming Force Majeure shall give notice and full particulars of such Force Majeure in writing to the other Parties within five (5) calendar days of the beginning of the occurrence of the Force Majeure event, cause, or condition. Any obligations that such party is unable to perform due to an event, cause, or condition of Force Majeure shall be suspended during the continuance of such event of Force Majeure. The party claiming Force Majeure shall use reasonable efforts to remedy and minimize the effects of such event of Force Majeure with all reasonable dispatch.
- b. As used in this Agreement, the term "Force Majeure" means acts of God (including but not limited to, earthquakes, fires, floods, windstorms, landslides, and ice storms); strikes, lockouts, or other labor disputes; acts of public enemies; acts of vandalism, wars, riots, and insurrection; epidemics; civil disturbances; explosions; train derailments; breakdown or failure of the Fiber or equipment; accidents to the Fiber or equipment, and delay in delivery of equipment to the extent such occurrences are beyond the reasonable control of the Parties; electrical disturbance originating in or transmitted through such party's electrical system or equipment or any electrical system with which such party's system or equipment is interconnected; and any other event, cause, or condition beyond the party's reasonable control, which, even with the exercise of reasonable diligence, prevents the party claiming Force Majeure from performing its obligations under this Agreement.
- c. No party shall be liable under this Agreement for, or be considered to be in material breach or default under, this Agreement on account of any delay in or failure of performance due to Force Majeure unless specifically stated in this Agreement.
- d. If Cascade is the party claiming Force Majeure and such event of Force Majeure prevents restoration by Cascade or Clackamas County within six (6) months from the event of such Force Majeure, then Clackamas County shall have the option to terminate this Agreement. If Force Majeure prevents beneficial use of the Fiber for a continuous period of one (1) month or more, Clackamas County's payment obligation shall be suspended for such period.

9. **Default.**

- a. **Events of Default.** If any party is in breach or default ("Defaulting Party"), under this Agreement, the other party or Parties ("Nondefaulting Party") may notify in writing the Defaulting Party that it is in breach or default, such notice to be effective upon its receipt by the Defaulting Party. The following events shall constitute breach or default under this Agreement:
  - i. Failure to make any payment when due hereunder, with the exception of payments that become payable to a party during the period of any Force Majeure event, when the event of Force Majeure results in a party's physical inability to make such payment. During these periods, the party experiencing Force Majeure shall immediately notify the other party to make alternative arrangements that are agreeable to both Parties.
  - ii. Failure to perform in any material respect any obligations required to be observed or performed hereunder;
  - iii. Any representation or warranty made by one party to another herein proving incorrect in any material respect as of the date of the making thereof;
  - iv. Either party files a voluntary petition in bankruptcy, or a petition in bankruptcy is filed against a party and not dismissed within sixty (60) days, or one party is adjudicated as bankrupt or insolvent, or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Federal, State, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors, or seeks or consents to or acquiesces in the appointment of any trustee, receiver,

custodian, liquidator, or makes any general assignment for the benefit of creditors;

- v. Willful and material interference by one party with another party's operations; or
- vi. Failure to make full restitution for any damage to one party's real property or equipment caused as a result of the sole negligent or willful actions by the other party within a reasonable period of a demand for such restitution.

b. **Remedies.**

i. **Defaulting Party's Right to Cure.** The Defaulting Party shall have the right to cure any breach or default under this Agreement within thirty (30) calendar days after the receipt by the Defaulting Party of notification of such breach or default. In the event that any breach or default is of a nature such that it may not reasonably be cured within thirty (30) calendar days, the Defaulting Party shall have the right to provide the Nondefaulting Party with a plan for the appropriate actions to cure such breach or default. Within the thirty (30) calendar day period, the Defaulting Party must commence diligently pursuing appropriate action under the plan to cure the breach or default, in which event the Defaulting Party shall have a longer period of time to cure the breach or default, except where circumstances or other obligations will not allow the non-defaulting party such an opportunity, so long as the Defaulting Party shall continue to be diligently pursuing appropriate action during such period; provided, however, that in no event shall such time period exceed 120 days from the date of receipt of notification of the breach or default.

ii. **Nondefaulting Party's Remedies.** After the time allowed the Defaulting Party to cure any breach or default has expired, then the Nondefaulting Party shall have the right to: (A) terminate this Agreement with respect to the Defaulting Party; (B) cure any breach or default of the Defaulting Party to preserve the Nondefaulting Party's rights that may be prejudiced as a result of such breach or default; and (C) exercise and pursue all other rights and remedies available to it under applicable law. The right of Termination set forth in this subsection shall include the right of partial termination, such that, in the event that the default can be cured or removed or otherwise reduced in effect by an action of the Nondefaulting Party to end or remove a portion of this Agreement, and such an action will not necessarily cause the complete termination of this Agreement, the Nondefaulting Party shall have the right to make a unilateral modification of this Agreement, such action becoming effective upon notice to the Defaulting Party. Such modification shall NOT be grounds for the Defaulting Party to declare a Default as might otherwise be permitted under this Section.

c. **Rights and Remedies Cumulative.** Except as otherwise provided in this Agreement, any right or remedy afforded to and party under any provision of this Agreement on account of breach or default by the other is in addition to, and not in lieu of, all rights or remedies afforded the parties under any other provision of this Agreement, by law or otherwise on account of the breach or default.

10. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

11. **Termination.** This Agreement may be terminated for the following reasons: (A) This Agreement may be terminated at any time by mutual consent of the parties, or by Clackamas County for convenience after the initial three (3) year term and upon thirty (30) days' written notice to Cascade; (B) Clackamas County may terminate this Agreement effective upon delivery of notice to Cascade, or at such later date as may be established by Clackamas County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that performance under

this Agreement is prohibited or Clackamas County is prohibited from paying from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by Cascade to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; (C) This Agreement may also be immediately terminated for Default under Section 9 of this Agreement; or (D) If sufficient funds are not provided in future approved budgets of the Clackamas County (or from applicable federal, state, or other sources) to permit Clackamas County in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, Clackamas County may terminate this Agreement without further liability by giving Cascade not less than thirty (30) days' notice.

12. **Arbitration/Mediation.** Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation helps parties settle their dispute and any party may propose mediation whenever appropriate through Arbitration Service of Portland or any mediator selected by the parties.
13. **No Attorney Fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. .
14. **Third Party Rights.** This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, and claim of action or other right in excess of those existing without reference to this Agreement.
15. **Amendment and Waiver.** This Agreement may be modified or amended only by written agreement signed by or on behalf of both parties.
16. **Notices.** Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or on the date of the third business day after deposit, postage prepaid, in the United States mail via certified mail, return receipt requested and addressed to the address set forth below. If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery shall be obtained.

Cascade Utilities, Inc  
C/o CLEC Manager  
PO Box 189  
Estacada, OR 97023

17. **Assignment.** Any assignment by either party of this Agreement or any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the written consent of the other party

shall be void.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as otherwise expressly provided herein, nothing in this Agreement is intended to confer upon any other person or entity any rights or remedies hereunder.
19. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless removal of that provision results in a material change to the Agreement. In such a case, the parties will negotiate in good faith for replacement language. If unsuccessful in this, either party may terminate the Agreement.
20. **Entire Agreement.** This Agreement, including all exhibits as referenced constitute the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposal, and undertakings with respect to the Service.
21. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Oregon.

DATED: September 1, 2019.

Clackamas County

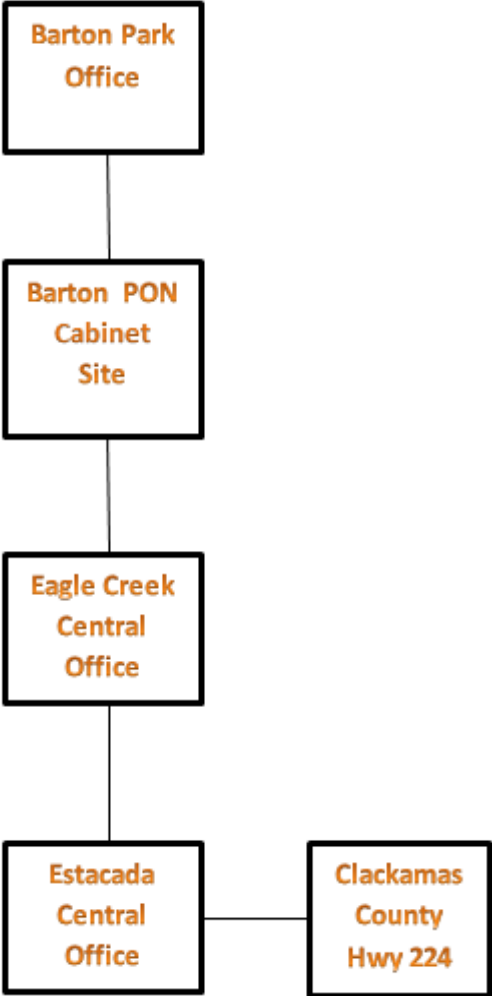
Cascade Utilities, Inc.

By \_\_\_\_\_

By \_\_\_\_\_  
Name: Brenda Crosby  
Title: President

Attach:  
Exhibit "A" – Description of Route

**EXHIBIT "A"**  
**DESCRIPTION OF ROUTE**





Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for an Intergovernmental Agreement between  
Clackamas Broadband eXchange and The City of Sandy

<b>Purpose/Outcomes</b>	Clackamas Broadband eXchange (CBX) is looking for approval to enter into an Intergovernmental Agreement (IGA) with the City of Sandy for the placement of conduit along Kelso Rd in Boring.
<b>Dollar Amount and Fiscal Impact</b>	CBX will pay a fee of \$10.00 per foot of conduit placed but not to exceed \$30,000.00 dollars.
<b>Funding Source</b>	CBX will provide the funding for the placement of the conduit along Kelso Rd and then be reimbursed the cost of construction by the Oregon Department of Transportation.
<b>Duration</b>	Effective upon signature by the board the contract is good until the project is complete.
<b>Previous Board Action</b>	Board previously approved CBX to partner with government agencies to complete similar projects.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Build a strong infrastructure.</li><li>2. Build public trust through good government.</li></ol>
<b>Contact Person</b>	Dave Devore (503)723-4996

**BACKGROUND:**

CBX is proposing an IGA to partner with the City of Sandy for the placement of conduit along Kelso Rd in Boring Oregon. This new conduit will allow CBX to provide a new dark fiber connection for the Oregon Department of Transportation to their maintenance yard and reader board placed along Highway 26.

**RECOMMENDATION:**

Staff respectfully recommends approval to enter into this Intergovernmental Agreement with the City of Sandy. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Intergovernmental Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings  
CIO Technology Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND THE CITY OF SANDY**

THIS AGREEMENT (“Agreement”) is entered into and by and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Sandy (“City”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

**RECITALS**

WHEREAS, authority is conferred under ORS Chapter 190 to local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, Clackamas County desires the City to place an underground 1 ¼” conduit and hand-holes along Kelso Rd in Boring, Oregon: and

WHEREAS, The City has the equipment, employees and expertise to complete the placement of 1 ¼” conduit and hand-holes: and

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution by both Parties, and shall continue until the work is completed or the Agreement is terminated.
2. **Rights and Obligations of the City.**
  - A. City shall construct and install, in a good and workmanlike manner, the placement of 1 ¼” conduit infrastructure and hand-holes along Kelso Road in Boring Oregon from the intersection of SE Kelso Rd and SE Orient Rd west to the intersection of SE Kelso Rd and US Highway 26 (“Conduit Project”), as detailed in Appendix A, attached hereto and incorporated by this reference herein.
  - B. Prior to City performing the Conduit Project the City will consult with the County to ensure that the specifications of the infrastructure are compatible with County’s system. Prior to the City performing the Conduit Project the City shall ensure the following construction and installation requirements are satisfied along Kelso Road:
    - a. The City has secured all licenses, authorizations, permits or other agreements to allow City to otherwise perform the Conduit Project. Notwithstanding the foregoing, the City is not obligated to secure any interest in real property, including rights-of-way, easements, licenses or similar interests, in its performance of the Conduit Project.
    - b. The City is obligated to install the 1 ¼” underground conduit infrastructure and hand-holes along Kelso Road. The City will not install any mule tape or locate wire as part of the Conduit Project.
    - c. The City shall provide as-built drawings of the newly installed underground conduit to the County.

**3. Rights and Obligations of County.**

- A. The County hereby agrees to pay to the City a fee of \$10.00 per foot of installed 1 ¼” conduit infrastructure and hand-holes. Subject to the rights City reserves in Section 4 below, the total compensation provided to the City by the County under this Agreement will not exceed \$30,000.00.
- B. The County shall reimburse the City for invoices submitted by the City for costs incurred by the City in performing the Conduit Project. The County shall issue payment to the City for approved costs within 30 days of receipt of invoices.
- C. The County will coordinate with the City in the design, permitting, engineering and construction associated with the Conduit Project, as necessary.
- D. County will secure the Clackamas County Utility Permit for this construction.
- E. County will provide the hand holes and conduit infrastructure to be installed by the City as part of the Conduit Project.
- F. Following the City’s installation of the conduit infrastructure and hand-holes as part of the Conduit Project, the County will perform a final inspection. If the County reasonably determines that the conduit infrastructure and hand-holes were not properly installed, or there is any defect in construction of the Conduit Project, then the City will immediately take all necessary and reasonable steps to complete the installation at no additional cost to the County.
- G. County is and will remain the owner of 1 ¼” conduit infrastructure and hand-holes. County shall maintain and repair, as necessary and as determined by County in its sole administrative discretion, the infrastructure throughout the life of the conduit.

**4. Work Plan, Project Schedule and Changes.**

- A. It is the desire of both Parties to complete the Conduit Project as soon as practicable, if possible prior to November 1, 2019. The City will diligently pursue completion of the Conduit Project prior to November 1, 2019.
- B. In the event any part of the Conduit Project is unable to be completed by November 1, 2019, the Parties may mutually agree in writing to adjust the Project timeline and this Agreement as necessary. In the event of alterations to the Conduit Project, other terms of this Agreement shall remain in effect except for mutually agreed upon changes.
- C. The Parties acknowledge that conditions or events outside of the City’s control may delay City’s progress or completion of the Conduit Project and may increase the City’s costs in performing the Conduit Project. Examples of such conditions or events include severe weather, unknown or concealed conditions near and under Kelso Rd and the acts or omissions of parties other than the City.
- D. If such conditions or events occur and result in delays or cost increases, the City may request an extension of the completion date or an equitable adjustment to the compensation to which it is otherwise entitled. The County will consider such requests and the Parties agree to negotiate, in good faith, a possible modification to the Agreement or the Conduit Project to accommodate the changed timelines and/or costs. If the parties are unable to agree to a modification, this Agreement shall terminate and, subject to the limits set forth in Section 3(A), the City will be entitled to payment for costs it incurred under the Agreement through the date of termination.



## 5. Representations and Warranties.

- A. *City representations and warranties:* City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms. The City further represents and warrants that it shall at all times during the term of this Agreement be legally qualified and professionally competent to perform the Work, and that the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The County's approval of the Conduit Project following final inspection shall not relieve the City from responsibility for defective work. The City shall correct all defects that appear in the Conduit Project within one year from the date of final inspection, except for latent defects which will be remedied by City at any time they become apparent. If the City fails to complete the warranty work within such period as reasonably determined by the County, the County may perform such work and the City shall reimburse County for all costs incurred within ten (10) days after demand.
- B. *County Representations and Warranties:* County represents and warrants to City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## 6. Termination.

- A. The County and City, by mutual written agreement, may terminate this Agreement at any time. Either Party may terminate for convenience upon providing thirty (30) days' written notice to the other Party. If County terminates for its convenience, City is entitled to payment for costs it incurs under this Agreement through the date of termination.
- B. Either the County or City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, or other time as may be agreed between the parties in writing, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event the Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative

discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.

- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**7. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which City has a right to control.

- 8. **Insurance.** The Parties agree to maintain insurance levels sufficient to cover the obligations agreed to in this Agreement.

**9. Party Contacts**

- A. Duke Dexter or his designee will act as liaison for the County.

**Contact Information:**

Duke Dexter  
121 Library Court  
Oregon City, Oregon 97045  
[ddexter@clackamas.us](mailto:ddexter@clackamas.us)  
Fax: 503-655-8255

Greg Brewster or his designee will act as liaison for City.

**Contact Information:**

Greg Brewster  
39250 SE Pioneer Blvd  
Sandy, Oregon 97055  
[gbrewster@ci.sandy.or.us](mailto:gbrewster@ci.sandy.or.us)  
503-489-0937

- B. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

## 10. General Provisions

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period each Party shall permit the other Parties’ authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties regarding its subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Assignment.** Neither Party shall assign or transfer any of its interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in that Party's sole and absolute discretion. One Party's consent to any assignment shall not relieve the other Party of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in Sections 4(D), 5, 6, 7, and 10 (A), (B), (C), (E), (G), (H), (I), (J), (Q), and (R) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.



**Dave Cummings**  
**Chief Information Officer**

## Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners  
 Clackamas County

Members of the Board:

Amendment No. 11 to the Agreement between Clackamas County and Workforce Software LLC  
for Timekeeping Software Maintenance and Support

<b>Purpose/Outcomes</b>	Clackamas County has standardized on Workforce Software as the solution for the County's time entry and management system. The original contract was established in 2007. This request is to extend the current contract for up to an additional 5 years of support and maintenance until fiscal year end 2023-2024 as well as ratify and approve previous amendments and expenditures.
<b>Dollar Amount and Fiscal Impact</b>	This proposal combines both ongoing maintenance, upgrades and support. The total for the additional 5 years is capped at \$370,668.77. Total Contract value not to exceed \$1,699,894.67.
<b>Funding Source</b>	Budgeted on annual basis in the Enterprise Business System Budget as 747-0228-437231
<b>Duration</b>	An additional 5 years through fiscal year 2023/2024.
<b>Previous Board Action</b>	Approval of original Contract 4-19-2007 and approval of Amendment #3 11-20-2008.
<b>Strategic Plan Alignment</b>	Build a strong infrastructure and build public trust through good government.
<b>County Counsel Review</b>	September 4, 2019
<b>Contact Person</b>	Dave Devore (503)723-4996

**BACKGROUND:**

Clackamas County first purchased Workforce time keeping solutions provided by Workforce Software, LLC in 2007 as the County standard time keeping management system. The initial purchase was for \$345,870.00. Since then, there has been one major upgrade to the system and annual maintenance for continued support since installation.

Technology Services is also requesting the board to ratify and approve previous time extensions and annual expenditures that were not processed through contract amendments. The retroactive approval request includes the time period of July 1, 2011 through July 1, 2019. Amendments 9 and 10 were processed with a purchase order, but no formal renewal process was used. There was \$458,782.39 spent during the noted time period that was not processed through any purchase order or contract amendment. Including the current amendment request, the total contract compensation shall not exceed \$1,699,894.67.

While the County is currently reviewing options for the future of the PeopleSoft Enterprise Resource Planning System (ERP) and/or other solutions to manage the County Financial and Human Resource requirements, an ongoing independent time keeping system will continue to be required for the foreseeable future. The County has committed to maintaining and using the

Workforce Timekeeping System. This requires ongoing maintenance and support with the vendor as managed by Technology Services.

**RECOMMENDATION:**

Staff respectfully recommends approval of the contract amendment to approve past activity and extend maintenance and support by Workforce Software, LLC for the Workforce Timekeeping System for up to an additional 5 years.

Requesting approval for the Department Director to sign the annual Schedule of Services document. It in no way changes or amends the Contract, but acknowledges services for that service year.

Sincerely,

Dave Cummings  
CIO Technology Services

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #11**

**TO THE CONTRACT DOCUMENTS WITH WORKFORCE SOFTWARE, LLC FOR TIMEKEEPING SOFTWARE MAINTENANCE AND SUPPORT**

This Amendment #11 is entered into between Workforce Software, LLC (“Contractor”) and Clackamas County on behalf of its Technology Services Department (“County”) and it shall become part of the Contract documents entered into between both parties on April 19, 2007 (“Contract”).

The Purpose of the Amendment #11 is to make the following changes to the Contract:

1. **Term of Agreement:** The Contract expiration date is hereby changed from December 31, 2016 to **June 30, 2024**. County and Contractor acknowledge that services have been performed after the termination date and hereby ratify and affirm such work pursuant to this Amendment #11.
2. **Compensation:** The Contract is amended to add an additional \$350.00 per year software escrow fee. This fee was not previously identified in the annual Maintenance and Support fees of the original Contract.

The Contract is further amended to allow for an annual increase for Maintenance and Support Fees for the extended term of this Contract by no more than five percent (5%) per year. The estimated total for the next five (5) years is **\$370,668.77** as outlined on **Exhibit A**, attached and hereby incorporated by reference. County is also authorizing retroactively all renewals and annual Maintenance and Support fees previously paid for a total of **\$458,782.39**. County and Contractor hereby reaffirm all prior approvals and actions relating to this Contract, including all Compensation and Renewals. The maximum compensation authorized under this Contract shall not exceed \$1,699,894.67.

Original Contract Amount	\$ 345,870.00
Amendment #1	Update Professional Service Rates
Amendment #2	Time Extension
Amendment #3	\$ 333,249.00 Update to Scope of Work
Amendment #4	\$ 8,525.00 Update to Scope of Work
Amendment #5	\$ 19,847.51 Additional Training
Amendment #6	\$ 32,876.00 Update to Scope of Work
Amendment #7	Time Extension to 6/30/2010
Amendment #8	Time Extension to 6/30/2011
Amendment #9	\$ 64,375.00 FY 17/18
Amendment #10	\$ 65,701.00 FY 18/19
Retroactive Approval	\$ 458,782.39
<b>Amendment #11</b>	<b>\$ 370,668.77 + Time Extension</b>
<b>Total Amended Contract</b>	<b>\$ 1,699,894.67</b>

3. **Additional terms.** The Contract is amended to add the following:

**PARAGRAPH, Item E. Compliance:**

Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The

Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein.

**PARAGRAPH, Item F. Tax Compliance:**

Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**PARAGRAPH, Item G. Counterparts:**

This Addendum and any Amendments may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #11, effective upon the date of the last signature below.

**Workforce Software, LLC**  
37805 Seven Mile Road, Ste. 300  
Livonia, MI 48152

Clackamas County Board of County  
Commissioners

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
998654-96 FLLC / Delaware  
Oregon Business Registry #

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date



**EXHIBIT A  
ANNUAL FEES FOR THE NEXT FIVE YEARS**

**WORKFORCE 5 YEAR MAINTENANCE & SUPPORT**

	<b>YEAR</b>	<b>AMOUNT</b>	<b>Annual Increase</b>	<b>Software Escrow Fee</b>	<b>TOTAL</b>
1	FY19-20	\$66,765.00		\$350.00	\$67,115.00
2	FY20-21	\$70,103.25	Max 5%	\$350.00	\$70,453.25
3	FY21-22	\$73,608.41	Max 5%	\$350.00	\$73,958.41
4	FY22-23	\$77,288.83	Max 5%	\$350.00	\$77,638.83
5	FY23-24	\$81,153.27	Max 5%	\$350.00	\$81,503.27
	<b>TOTAL</b>	<u>\$368,918.77</u>		<u>\$1,750.00</u>	<u><b>\$370,668.77</b></u>

*Maximum 5% increase over previous year*



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

### **Approval of Brand Standardization for Atos / Unify Equipment and Software for the Enterprise Telecommunications Network**

<b>Purpose/ Outcomes</b>	To establish a brand standardization for servers and software that support an Enterprise Network solution used in all Clackamas County buildings and offices. The Procurement Office anticipates publishing formal Procurement processes for sellers or resellers who are able to upgrade the Atos/Unify voice server software and related equipment upon Board approval of the brand standardization.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	746-1223-485400
<b>Duration</b>	This brand specification applies any solicitations as described above for up to 10 years.
<b>Previous Board Action</b>	The Atos / Unify Enterprise Network system was originally purchased through an RFP in the 1990s. On 12-20-2018, the board approved a Master Agreement with Atos to cover ongoing maintenance and support of the existing system.
<b>Strategic Plan Alignment</b>	This project will allow Technology Services to continue to provide the County with a state of the art, best in class hybrid approach for communications.
<b>Contact Person</b>	Dave Devore, 503.723.4996 / Ron Sandner, 503.655.8828
<b>Counsel Review</b>	N/A

#### **Background:**

Currently, Technology Services (TS) utilizes communication servers and software from Unify Communications (Atos) to support an Enterprise Network solution that is used in all County buildings and offices. The Enterprise Telecommunications Network utilizes Unify (Atos) servers that provide a state of the art, best in class hybrid approach for communications in the County. TS is able to deploy TDM, IP or SIP technology that best suits a particular situation or business need, saving taxpayer dollars while providing an integrated, seamless user experience. The software updates to existing platforms are far less costly than replacing the entire Enterprise Telecommunications Network and fall within budget parameters. Moreover, TS personnel are manufacturer trained and

certified on all Unify (Atos) equipment and software. This saves County users and Departments time and money, which in turn saves Taxpayer dollars, as TS is able to respond immediately to requests with expert level service. There is no budget to re-train County service personnel on a new communications platform. For these reasons and others, TS is requesting this brand specification to support the upcoming RFP to upgrade these Voice Servers as needed to keep them operating and comply with obligations under the maintenance and support agreement. Technology Services will regularly monitor the County's business needs, technology solutions, budgetary priorities, and other factors to determine whether it shall solicit other brands / solutions for voice services sooner than the expected duration of this Brand Specification. Although annual support and maintenance is currently purchased directly from Atos, the equipment, software, and services needed for the planned upgrades may be available through multiple vendors, allowing for adequate competition in the marketplace.

**Procurement Process:**

The Procurement Office advertised the Notification of Brand Name Standardization (Attachment A) according to ORS 279B.215 on August 13, 2019. The Notification specified the County's intent to purchase Atos / Unify equipment and software needed to upgrade the Atos/ Unify voice servers. The Notification was published for fourteen (14) days and received no protests. Upon Board approval of the Brand Name Specification, the Procurement Office anticipates publishing a formal procurement package specifying the Atos / Unify brand. Additional procurement processes may also be conducted under this brand specification. The Technology Services Department has identified that multiple vendors meet the brand name specification qualification for the upcoming RFP and does not foresee vendor favoritism with this solicitation.

**Recommendation:**

Staff respectfully recommends the Board approve the request for a Brand Standardization for Atos / Unify brand voice server equipment and software for up to the next ten (10) years.

Respectfully,

David Cummings  
Chief Information Officer / Director  
Clackamas County Technology Services

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division

Board Approval: \_\_\_\_\_

NOTIFICATION OF BRAND NAME SPECIFICATIONS

8/13/2019

Brand name: Atos / Unify

Project Description: Voice Server Upgrades

Description of Goods: Atos / Unify Voice Server Equipment, Software

Notice is hereby given by Clackamas County through its Procurement Division and on behalf of its Technology Services Department (“TS”), is seeking brand name specifications for its Atos Voice Server Upgrades.

1. Currently, Technology Services (TS) utilizes communication servers and software from Unify Communications (Atos) to support an Enterprise Network solution that is used in all County buildings and offices. The Enterprise Telecommunications Network utilizes Unify (Atos) servers that provide a state of the art, best in class hybrid approach for communications in the County. TS is able to deploy TDM, IP or SIP technology that best suits a particular situation or business need, saving taxpayer dollars while providing an integrated, seamless user experience. The software updates to existing platforms are far less costly than replacing the entire Enterprise Telecommunications Network and fall within budget parameters. Moreover, TS personnel are manufacturer trained and certified on all Unify (Atos) equipment and software. This saves County users and Departments time and money, which in turn saves Taxpayer dollars, as TS is able to respond immediately to requests with expert level service. There is no budget to re-train County service personnel on a new communications platform. For these reasons and others, TS is requesting this brand specification to support the upcoming RFP to upgrade these Voice Servers as needed to keep them operating efficiently and comply with obligations necessary to qualify for ongoing maintenance and support.
2. According to ORS 279B.215, the County has determined that only the identified brand name specification listed above will meet the needs of the County based on one or more of the following written determinations:
  - That use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts;
  - That use of a brand name specification would result in substantial cost savings to the County;
  - That there is only one manufacturer or seller of the product or the quality, performance or functionality required; or
  - That efficient utilization of existing goods requires the acquisition of compatible goods or services.
3. This Standardization is for a:  Single Solicitation or  Class of Solicitations

4. In accordance with Local Contract Review Board Rules C-047-0700, a vendor may submit protests regarding this notice to the Procurement Division Director, George Marlton, 2051 Kaen Road, Oregon City, Oregon, 97045. Written comments must be received by 5:00PM, within fourteen (14) calendar days from the date of issuance of this Notice.



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

September 19, 2019

Development Agency Board  
Board of County Commissioners  
Clackamas County

Members of the Board:

Granting a Permanent Access Easement to Sam Allen Motel Properties, LLC

<b>Purpose/Outcome</b>	Authorization for the Chair to execute a Permanent Access Easement to Sam Allen Motel Properties, LLC
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Permanent upon execution
<b>Previous Board Action/Review</b>	None
<b>Counsel Review</b>	Reviewed and Approved by County Counsel on August 29, 2019
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Dave Queener, Development Agency Program Supervisor, 503-742-4322

The Agency owns property located at the northeast corner of 93<sup>rd</sup> Avenue and Sunnybrook Boulevard that includes two adjoining parcels. Sam Allen Motel Properties, LLC owns adjacent property that includes the Monarch Hotel. The Agency currently leases its property to Mr. Allen for parking and direct access from 93<sup>rd</sup> Avenue.

Both parties desire to create an access easement that will provide the hotel property with a permanent access across the Agency property. The easement provides for the access location and size to be modified in the future in order to facilitate redevelopment of the Agency properties. All costs associated with maintaining improvements in the easement area are the responsibility of Sam Allen Motel Properties, LLC.

**RECOMMENDATION:**

Staff respectfully recommends the Board, as the governing body of the Clackamas County Development Agency:

- Approve and delegate authority to the Chair to execute the Permanent Access Easement; and
- Record the Permanent Access Easement, at no cost to the Agency.

Respectfully submitted,

David Queener,  
Clackamas County Development Agency Program Supervisor

**MAIL TAX STATEMENTS TO:**

No Change

**AFTER RECORDING RETURN TO:**

Clackamas County Development Agency  
Attn: Development Agency Manager  
150 Beaver Creek Rd.  
Oregon City, OR 97045

**GRANTOR'S ADDRESS:**

Clackamas County Development Agency  
150 Beaver Creek Rd.  
Oregon City, OR 97045

**GRANTEE'S ADDRESS:**

Sam Allen Motel Properties, LLC  
12566 SE 93<sup>rd</sup> Ave.  
Clackamas, OR 97015

**ACCESS EASEMENT AGREEMENT**

This Access Easement Agreement is made and entered into by and between the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, a corporate body politic ("**Agency**") and Sam Allen Motel Properties, LLC, an Oregon limited liability company ("**Grantee**").

**RECITALS:**

- A.** Agency is the owner of the real property identified as tax lot 2600 on Clackamas County Assessor Map 22E04B and more particularly described in *Exhibit "A,"* attached hereto and incorporated by reference herein (the "**Agency Property**");
- B.** Grantee is the owner of the real property identified as tax lot 2400 on Clackamas County Assessor Map 22E04B and more particularly described in *Exhibit "B,"* attached hereto and incorporated by reference herein (the "**Hotel Property**");
- C.** Agency is also the owner of the real property identified as tax lot 2500 on Clackamas County Assessor Map 22E04B and more particularly described in *Exhibit "C,"* attached hereto and incorporated by reference herein ("**TL 2500**");
- D.** The Hotel Property is currently developed with a hotel and parking lot, and the Agency currently leases the Agency Property to the Grantee for use as parking associated with the Hotel Property and



to provide direct access for the Hotel Property to and from SE 93<sup>rd</sup> Avenue;

- E.** The Agency plans to sell the Agency Property and the adjacent property to the south, TL 2500, for redevelopment in the future;
- F.** Agency and Grantee desire to create an access easement that will provide the Hotel Property with access across the Agency Property and to provide for the future use and maintenance of said easement;
- G.** The parties intend that the location of the easement may be modified in the future at the discretion of the Agency to facilitate future redevelopment of the Agency Property and adjacent property to the south of the Agency Property; and
- H.** The parties intend that the width of the easement may be modified in the future at the discretion of the Agency so long as it does not negatively impact ingress and egress of vehicles from all parcels served by the access; and
- I.** The parties intend that the potential use and benefits of the easement shall be shared equally between Grantee and Agency; and
- J.** The parties intend that the Grantee bear all costs of maintaining the improvements constructed within the Easement Area, described herein, until such time that the Agency transfers the Agency Property to a third party, and which time the parties shall share equally all costs of maintaining the improvements constructed within the Easement Area ; and
- K.** Agency and One Monarch Center, LLC have entered into a separate lease to allow the Hotel Property to utilize the Agency Property for overflow parking.

**AGREEMENT:**

In consideration of the mutual covenants set forth herein, the parties agree as follows:

**1. Grant of Easement**

For and in consideration of \$1, but other valuable consideration including, but not limited to, improvement of the access over the Agency Property, Agency hereby grants a perpetual, nonexclusive 50 foot wide easement being more particularly described in *Exhibit "D"* attached hereto and incorporated herein by this reference (the "Easement Area"). A map depicting the location of the easement is attached as *Exhibit "E."*

## **2. Appurtenant**

The easement shall be appurtenant to the Hotel Property, shall run with the land, and the terms and conditions hereof shall be binding on and inure to the benefit of the parties' heirs, successors and assigns.

## **3. Scope of Easement**

Grantee's use of and access over the easement shall be consistent with that typically associated with a hotel and conference facility containing 200 hotel rooms and 20,000 square feet of meeting and banquet space. In addition to Grantee's use of and access over the easement, this easement shall include the right, privilege and authority of the owners of the Hotel Property, and their agents, independent contractors and invitees, and any successors to enter upon the easement areas to maintain, repair or rebuild the easement area as may be necessary on, over and across the ground embraced within the access easement herein above described.

The Agency shall have full rights for access and for ingress and egress to S.E. 93<sup>rd</sup> Avenue over the Easement Area and any improvement thereon. In addition to users of the Agency Property, the rights for access and for ingress and egress to S.E. 93<sup>rd</sup> Avenue over the Easement Area and any improvement thereon shall extend to the Agency in its capacity as owner of TL 2500 as well.

## **4. Location of Easement**

The location of the easement shall be as described in *Exhibit "D"* and as depicted in *Exhibit "E"* until such time as Agency provides written notice to Grantee of Agency's intent to relocate the location of the easement described herein. Agency shall provide notice in writing at least 30 days in advance of any relocation of the easement described herein. Agency may relocate the easement anywhere on the Agency property and Grantee may not object to any relocation or alteration so long as the easement is at least 50 feet in width and provides access between SE 93<sup>rd</sup> Avenue and the western boundary line of the Hotel Property. The parties shall amend *Exhibit "D"* and *Exhibit "E"* to this Agreement to correctly reflect the location of the easement in the event the Agency exercises its rights under this section and Grantee shall consent to any other amendments to this Agreement that may be necessary as a result of the modification or alteration.

## **5. Real Property Taxes**

Each owner of property described herein shall pay any and all real property taxes assessed to that owner's parcel without apportionment thereof relating to this easement.

## **6. Repair and Maintenance**

The Easement Area shall at all times be maintained in good condition and kept clear and unobstructed. The cost of maintaining, repairing and improving the easement area shall be the sole responsibility of the Grantee. Grantee's obligation under this section shall include, but not be limited to, any expense associated with landscaping, cleaning, maintenance, repair, resurfacing, resealing, striping, restriping, or patching access ways, driveways and walkways now located or to be constructed within the Easement Area. If the Agency damages the Easement Area due to its negligent or intentional acts, omissions or abnormal use, the Agency shall be

solely responsible for the repair of the Easement Area and the costs associated with repair of the damage.

Upon transfer of the Agency Property to a third party, the cost of maintaining, repairing and improving the easement area shall be shared equally by Agency's successor and Grantee. Agency's successor shall coordinate the maintenance, repair and improvement of the Easement Area, and shall submit invoices to the Grantee for reimbursement of half of the costs associated with such activities. Payment by Grantee to Agency's successor for reimbursement of maintenance, repair and improvement to the Easement Area shall be due within 30 days of receipt of any invoice submitted to Grantee. If either party damages the Easement Area due to its negligent or intentional acts, omissions or abnormal use, that party shall be solely responsible for the repair of the Easement Area and the costs associated with repair of the damage.

## **7. Alterations**

Grantee shall make no improvements or alterations on the Agency Property of any kind without first obtaining the Agency's written consent. All alterations shall be made in a good and workmanlike manner, in compliance with applicable laws and building codes, and according to the necessary permits and inspections.

## **8. Parking**

Grantee shall have the right to use the Agency Property for surface parking, pursuant to the terms of a separate lease agreement between the Agency and One Monarch Center, LLC, which has an effective date of June 1, 2018 and a termination date of May 31, 2019. The May 31, 2019 termination date is subject to the early termination and renewal provisions contained in the lease agreement described herein.

## **9. Future Access and Maintenance Agreements**

Agency and Grantee agree and understand that the easement described herein may become part of a Mutual Access and Maintenance Agreement which incorporates the use of easements located on adjoining and adjacent parcels currently existing or which may be created in the future. The parties agree to fully cooperate in the incorporation of this Agreement into a system of mutual access easements and shall execute any and all documents necessary to accomplish this.

## **10. Termination**

This Agreement shall terminate by operation of law if it is not used by Grantee for three (3) consecutive years. In such event Grantee shall execute such documents as are reasonably necessary to clear this Agreement from the public records.

## **11. General Provisions**

A. **Time of Essence.** Time is of the essence of each and every provision of this Agreement.

B. **Non-Liability of Officials and Employees.** Notwithstanding any other provision herein, no member, elected official, employee, shareholder, director, officer, agent or representative of any of the parties (or their respective successors and assigns) shall be personally liable to the other party (or its successors and assigns) in the event of any default or breach of any provision of this Agreement by any party (or its successors and assigns).

C. **Non-Waiver of Governmental Rights.** Subject to the terms and conditions of this Agreement, Agency is specifically not obligating itself, the County, or any other agency with respect to any discretionary action relating to the development, operation and use of the improvements to be constructed on either the Agency Property or the Hotel Property, including but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.

D. **Notices.**

(a) All notices given pursuant to this Agreement shall be in writing and shall either be (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or (ii) delivered in person or by nationally recognized overnight courier, or (iii) sent by email.

(b) Any notice (i) sent by mail in the manner specified in subsection (a) of this section shall be deemed served or given three (3) business days after deposit in the United States Postal Service, (ii) delivered by nationally recognized overnight courier shall be deemed served or given on the date delivered or refused (or the next business day if not delivered on a business day), and (iii) given by email shall be deemed given on the date sent if sent during business hours of a business day in Portland, Oregon (or the next business day if not so sent). Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender.

(c) The address of each party to this Agreement for purposes of notice shall be as follows:

AGENCY:

Clackamas County Development Agency  
c/o Development Agency Manager  
150 Beaver Creek Road  
Oregon City, Oregon 97045  
Attn: Dave Queener  
Email: [davidque@co.clackamas.or.us](mailto:davidque@co.clackamas.or.us)

GRANTEE:

Sam Allen Motel Properties, LLC  
12566 SE 93<sup>rd</sup> Ave.  
Clackamas, OR 97015  
Attn: Sam Allen  
Email: [jesssam@comcast.net](mailto:jesssam@comcast.net)

Each party may change its address for notice by giving not less than fifteen (15) days' prior notice of such change to the other party in the manner set forth above.

E. **Relationship**. Nothing contained in this Agreement will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between the Grantee and Agency.

F. **Waiver**. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or waiver of the provision itself or any other provision.

G. **Integration**. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement Without limiting the generality of the foregoing, the Amended and Restated Cross Parking Easement and Agreement, dated December 23<sup>rd</sup>, 1999, between the Clackamas County Development Agency, Samuel E. Allen and Anita M. Allen, and Omega Investments, LLC, is hereby terminated.

H. **Further Assurances**. The parties to this Agreement agree to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary to give effect to the terms and provisions contemplated herein.

I. **Force Majeure**. Notwithstanding any other provision herein, no party will be liable for breach or default of this Agreement due to delay in performing its obligations under this Agreement to the extent that delay is caused by insurrection, war, riot, explosion, nuclear incident, strikes, labor disputes, volcanoes, fire, flood, earthquake, weather, acts of God, epidemic, acts of any federal, state or local government or agency, or any other event beyond the reasonable control of the affected party.

J. **Applicable Law**. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon with giving effect to the conflict of laws provisions thereof.

K. **Mediation Option**. The parties acknowledge that mediation may help the parties to settle their dispute. Therefore, in case of dispute under this Agreement, either party may propose mediation whenever appropriate by any mediation process or mediator as the parties may mutually agree upon (each in their sole discretion).

L. **Changes in Writing**. This Agreement and any of its terms may only be changed, waived, discharged or terminated by written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

M. **Email Signatures**. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, or an escrow officer, the parties shall confirm facsimile or email transmitted signatures by signing an original document.

N. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

O. **Invalidity of Provisions.** In the event any provision of this Agreement is declared invalid or is unenforceable for any reason, such provision shall be deleted from such document and shall not invalidate any other provision contained in the document.

P. **Saturday Sunday and Legal Holidays.** If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

Q. **Attorneys' Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

R. **Neutral Construction.** This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party.

S. **Captions.** The captions of the section and subsections are used solely for convenience and are not intended to alter or confine the provisions of this Agreement.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is effective upon full execution by both Agency and Grantee.

**Agency:**  
Clackamas County Development Agency

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

State of Oregon                    )  
  ) ss.  
County of Clackamas            )

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as the \_\_\_\_\_ of **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, a corporate body politic.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Grantee:**  
Sam Allen Motel Properties, LLC

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

State of Oregon                    )  
  ) ss.  
County of Clackamas            )

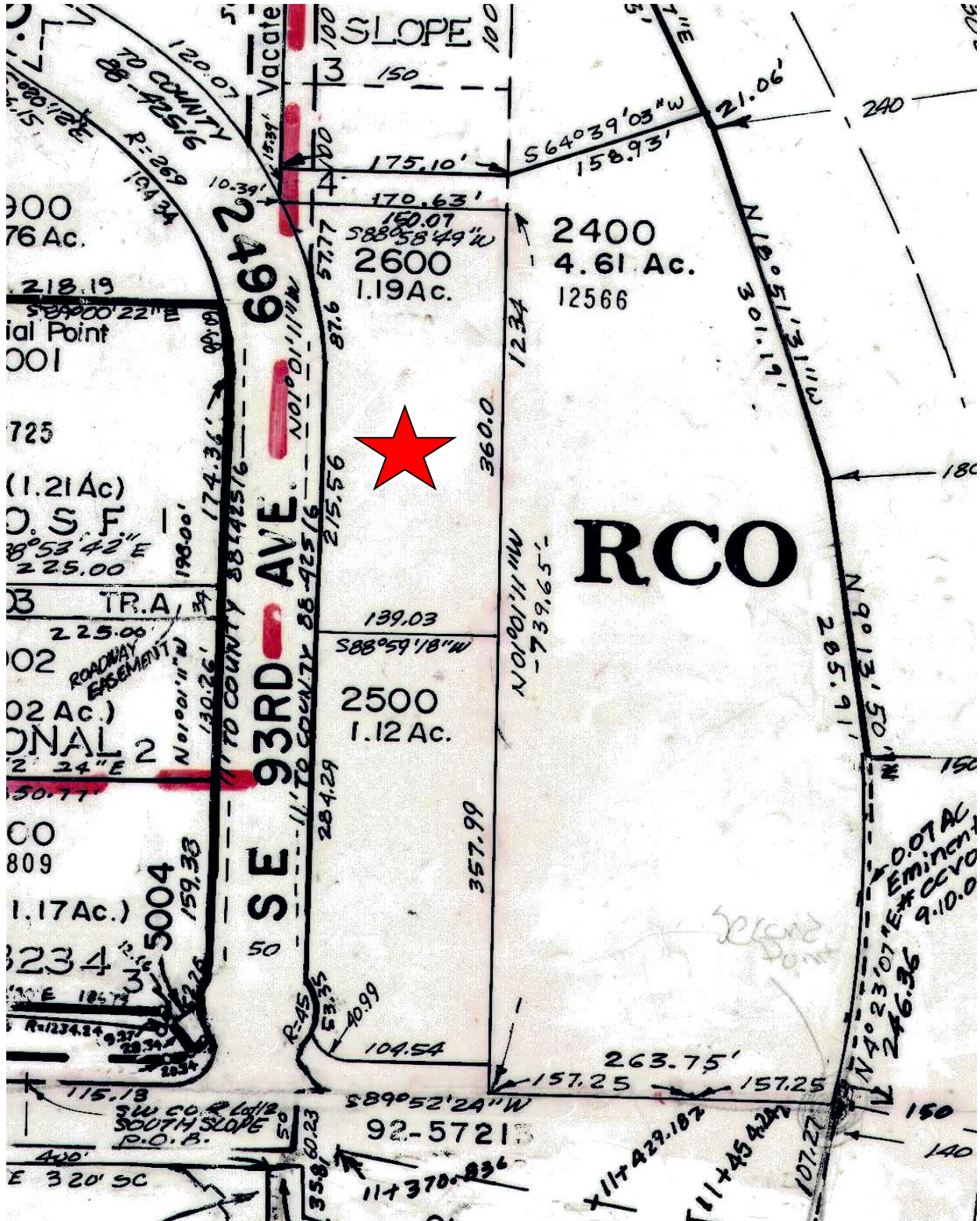
This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as the \_\_\_\_\_ of **SAM ALLEN MOTEL PROPERTIES, LLC**, an Oregon limited liability company.

WITNESS my hand and official seal.

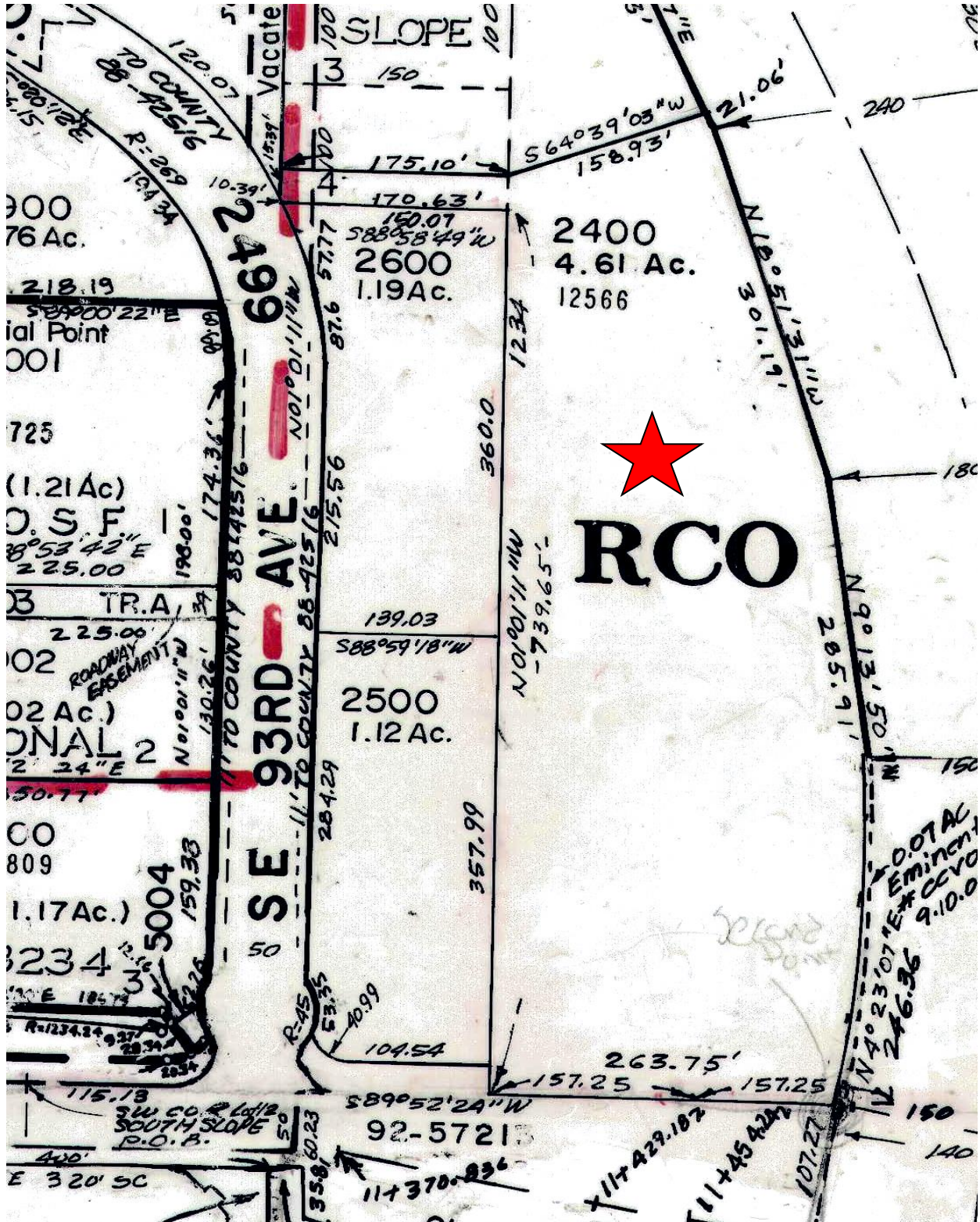
\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_



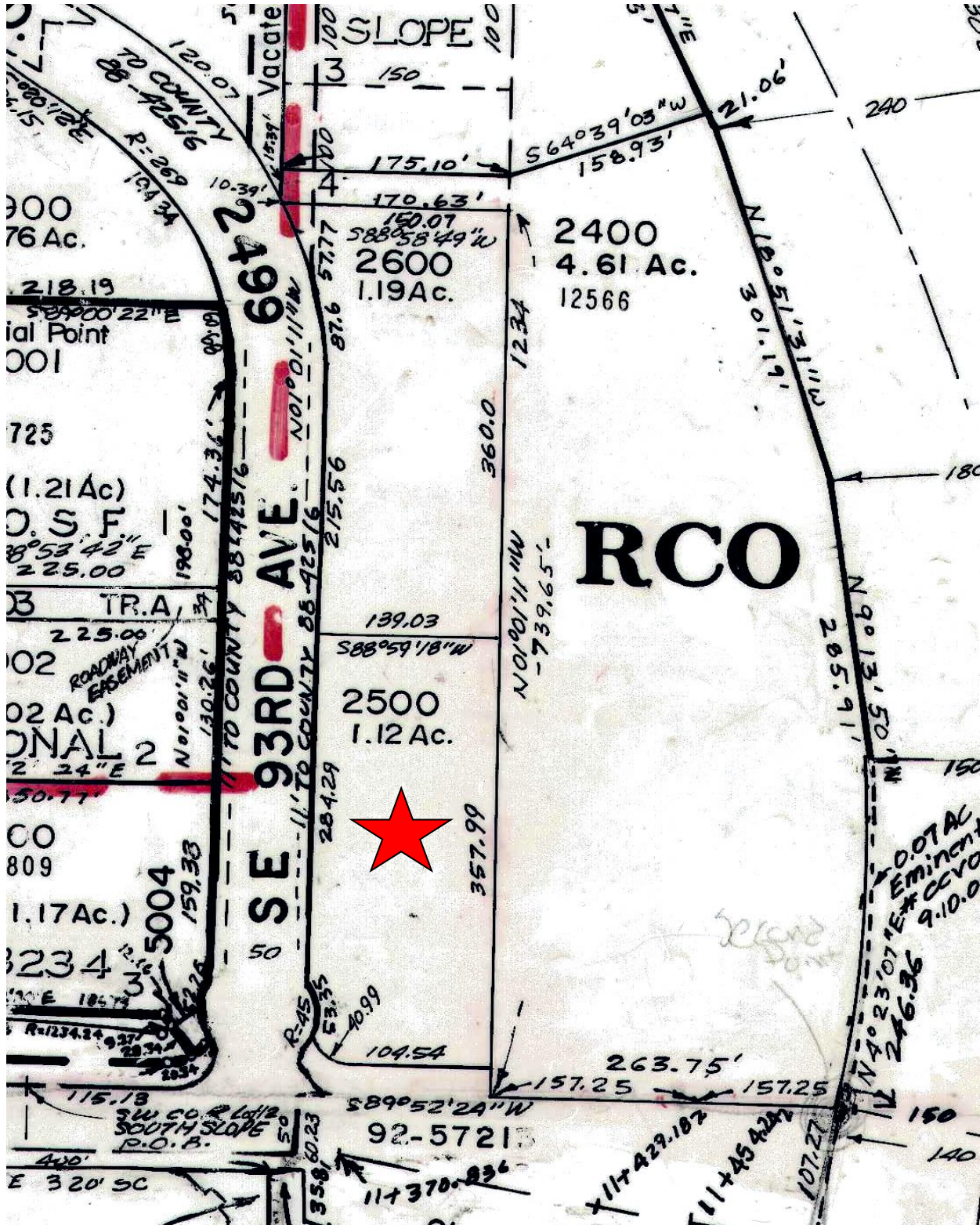
EXHIBIT A



# EXHIBIT B



# EXHIBIT C



# EXHIBIT D

Owner: Clackamas County Development Agency  
Map No. 22E04B 02600

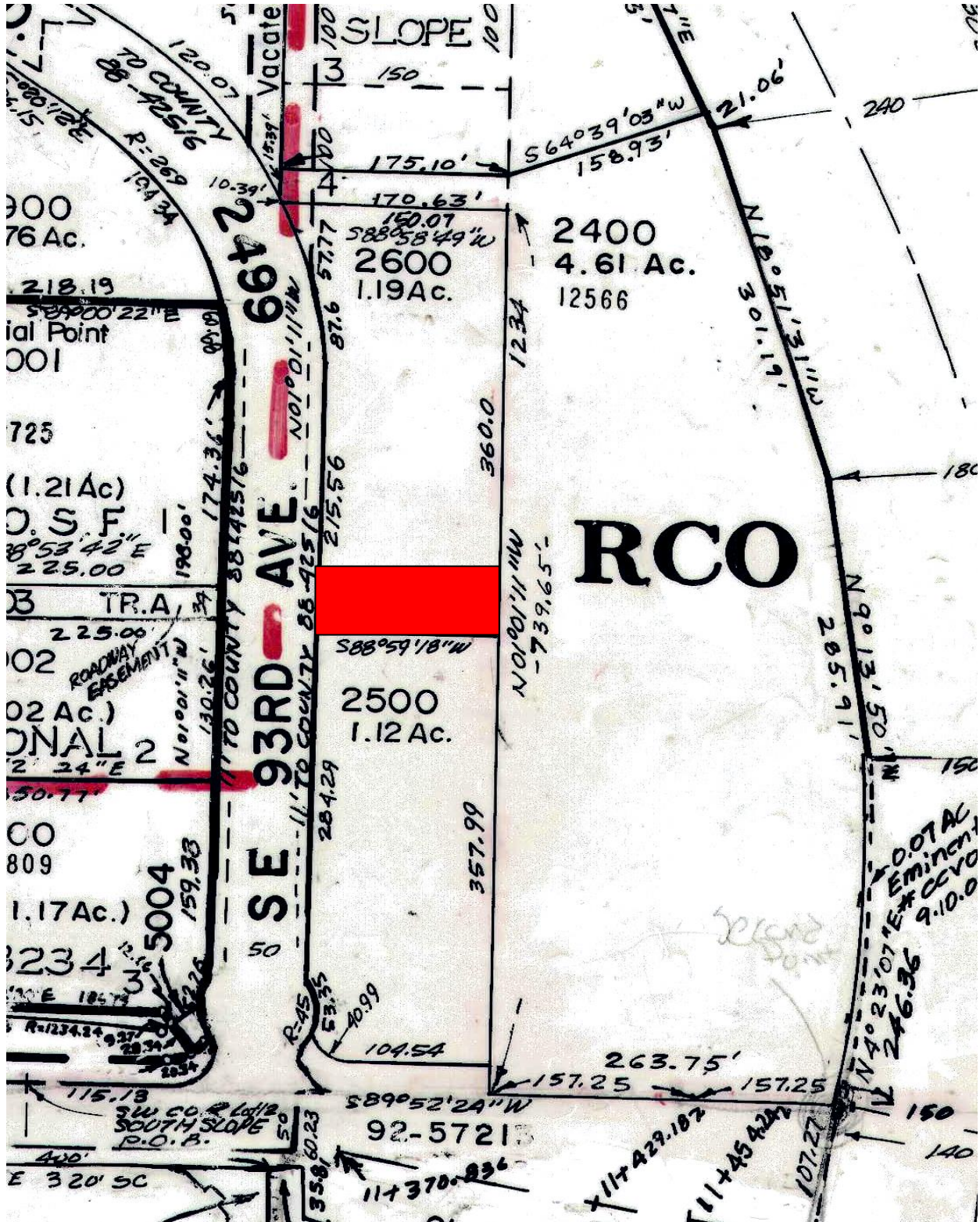
April 10, 2019  
Page 1 of 1

## PERMANENT INGRESS AND EGRESS EASEMENT

A strip of land, being the Southerly 50 feet of that Parcel described in Statutory Bargain and Sale Deed to the Clackamas County Development Agency, recorded as Document Number 1987-29844, Clackamas County Deed Records, situated in the southeast one-quarter of Section 4, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon.

Containing 6,951 square feet, more or less

# EXHIBIT E





COPY

Gregory L. Geist  
Director

September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Joint Funding Agreement between  
Water Environment Services and the U.S. Geological Survey  
for Tualatin River Monitoring

<b>Purpose/Outcomes</b>	This annual funding agreement between WES and the USGS supports the operation and maintenance of a continuous river flow monitoring gauge on the Tualatin River.
<b>Dollar Amount and Fiscal Impact</b>	\$5,800 of WES funds are required from the District's approved FY 2019-2020 budget.
<b>Funding Source</b>	WES Surface Water Operating Fund
<b>Duration</b>	October 1, 2019 to September 30, 2020
<b>Previous Board Action/Review</b>	Previous Joint Funding Agreements have been signed by the Board authorizing the use of WES funds since October 1, 1999.
<b>Counsel Review</b>	This Joint Funding Agreement was reviewed and approved by County Counsel on August 15, 2019.
<b>Strategic Plan Alignment</b>	This action: <ol style="list-style-type: none"> <li>1. Aligns with WES's Watershed Protection program result to measure and improve stream health, and the Regulatory Management program result to fully implement compliance strategy measures.</li> <li>2. Aligns with the Board's goal to Honor, Utilize, Promote and Invest in our Natural Resources.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Environmental Services Manager, 742-4581
<b>Contract No.</b>	N/A

**BACKGROUND:**

A coordinated water resources monitoring project (Project) in the Tualatin River watershed has been underway since October 1999. In one element of this Project, Clean Water Services (CWS) of Washington County, the Cities of West Linn and Lake Oswego, and WES partner with the USGS to fund the operation and maintenance of a continuous Tualatin River flow measuring station in the WES service area. The operation of this station is the only element of the Project for which WES funds are allocated. The other elements of the Project, such as the operation of a continuous water quality monitoring station in the WES service area, are funded by CWS and the USGS. The benefits of the overall Project include:

- Compliance with Tualatin River Total Maximum Daily Load Implementation Plan strategy to monitor the Tualatin River.
- High quality flow data, which can be used to: 1) revise FEMA floodplain maps, and 2) calculate the river's pollutant mass loads (i.e. pounds of phosphorus/day) when combined with water quality data.

- Public access to real-time and historic water quality and flow conditions from various locations in the watershed via the USGS' website.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

District staff respectfully recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the Joint Funding Agreement between Water Environment Services and the U.S. Geological Survey for Tualatin River Monitoring.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Greg Geist". The signature is written in a cursive style with a horizontal line extending from the end.

Greg Geist, Director  
Water Environment Services



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Oregon Water Science Center

2130 SW 5th Avenue

Portland, OR 97201

<http://or.water.usgs.gov/>

August 8, 2019

Ron Wierenga  
Surface Water Manager  
Water Environment Service  
150 Beavercreek Road  
Oregon City, Oregon 97045

Dear Mr. Wierenga,

The U.S. Geological Survey (USGS), City of West Linn, City of Lake Oswego, Water Environment Services, Clackamas County (WES), and Clean Water Services (CWS) collaboratively maintain the operation of the Tualatin River gage (14207500) at West Linn, Oregon. This letter and subsequent joint-funding agreement (JFA) provide the mechanism to continue this relationship and collaboration in Federal fiscal year (FFY) 2020 (October 1, 2019 through September 30, 2020) between USGS and CWS.

The effort to maintain and operate the gage is a collaboration between USGS, City of West Linn, City of Lake Oswego, WES, and CWS. The total cost of operating the gage is \$22,250.

Below is a summary of cooperator funding totals for maintaining and operating this gage in FFY2020:

FFY 2020 Tualatin River Gage (14207500)

Cooperator	Cooperator Funds	USGS CMF	Total
Clean Water Services	4,228	2,421	6,649
Clackamas County Water Environment Services	5,800	3,500	9,300
City of West Linn Engineering Department	1,911	1,240	3,151
City of Lake Oswego	1,950	1,200	3,150
<b>Total</b>	<b>\$13,889</b>	<b>\$8,361</b>	<b>\$22,250</b>

Please sign and return one fully-executed original to Andrew Kerslake at [kerslake@usgs.gov](mailto:kerslake@usgs.gov). The signed agreement is not a bill and no funds are required at this time; rather, the agreement is our legal authority that permits the work to be done and authorizes USGS to accept funds. The USGS Water Resources Cooperative Program operates under the authority of statute 43 USC 50, which allows us to perform this work. The Oregon Water Science Center DUNS number is 137883463.

Federal law requires that we have a signed agreement to continue this work; therefore, please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned in the near future, please contact Keith Overton at (503) 251-3246 or email [koverton@usgs.gov](mailto:koverton@usgs.gov) to make alternative arrangements.



This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). We can bill you on a specific date if that is more convenient relative to your fiscal year planning and budgeting process. Please allow 30 days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Andrew Kerslake at (503) 251-3253.

The results of all work under this agreement will be available for publication by USGS in collaboration with the CWS. During the course of this jointly planned activity and partnership, USGS may provide unpublished USGS data or information to your office for scientific peer and (or) courtesy review. Guidance concerning USGS's non-disclosure policy will be provided with any review material and is further explained in USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Sincerely,

JAMES CRAMMOND Digitally signed by JAMES  
CRAMMOND  
Date: 2019.08.08 10:44:30 -07'00'

James D. Crammond  
Center Director

Cc: To file, available upon request

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000001801  
Agreement #:  
Project #:  
TIN #: 93-6002286

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and Water Environment Services, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of the Tualatin River gage at West Linn (14207500), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$3,500 by the party of the first part during the period  
October 1, 2019 to September 30, 2020
- (b) \$5,800 by the party of the second part during the period  
October 1, 2019 to September 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,  
in the amount of: \$0

Description of the USGS regional/national program: 4 Way split + CMF

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR

Customer #: 6000001801  
Agreement #:  
Project #:  
TIN #: 93-6002286

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Keith Overton  
Supv. Hydrologist Data Chief  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3246  
Fax: (503) 251-3470  
Email: koverton@usgs.gov

Customer Technical Point of Contact

Name: Ron Wierenga  
Environmental Services Manager  
Address: Water Environmental Services 15941 S.  
Agness Avenue  
Oregon City, Oregon 97045  
Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@clackamas.us

USGS Billing Point of Contact

Name: Andrew Kerslake  
Administrative Officer  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3253  
Fax:  
Email: kerslake@usgs.gov

Customer Billing Point of Contact

Name: Ron Wierenga  
Environmental Services Manager  
Address: Water Environmental Services 15941 S.  
Agness Avenue  
Oregon City, Oregon 97045  
Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@clackamas.us

U.S. Geological Survey  
United States  
Department of Interior

Water Environment Services

Signature

JAMES CRAMMOND

By \_\_\_\_\_ Date: 20180808 10:45:19 -07'00'

Name: James D. Crammond  
Title: Center Director

Digitally signed by JAMES  
CRAMMOND

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:



Gregory L. Geist  
Director

 COPY

September 19, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Joint Funding Agreement between  
Water Environment Services and the U.S. Geological Survey  
for Johnson Creek Monitoring

<b>Purpose/Outcomes</b>	This annual funding agreement between WES and the USGS supports the operation and maintenance of a continuous creek flow monitoring gauge on Johnson Creek.
<b>Dollar Amount and Fiscal Impact</b>	\$10,000 of WES funds are required from the District's approved FY 2019-2020 budget.
<b>Funding Source</b>	WES Surface Water Operating Fund
<b>Duration</b>	October 1, 2019 to September 30, 2020
<b>Previous Board Action/Review</b>	Previous Joint Funding Agreements have been signed by the Board authorizing the use of WES funds since October 1, 1999.
<b>Counsel Review</b>	This Joint Funding Agreement was reviewed and approved by County Counsel on August 15, 2019.
<b>Strategic Plan Alignment</b>	This action: <ol style="list-style-type: none"> <li>1. Aligns with WES's Watershed Protection program result to measure and improve stream health, and the Regulatory Management program result to fully implement compliance strategy measures.</li> <li>2. Aligns with the Board's goal to Honor, Utilize, Promote and Invest in our Natural Resources.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Environmental Services Manager, 742-4581
<b>Contract No.</b>	N/A

**BACKGROUND:**

A cooperative, multi-jurisdictional hydrology study between the USGS and local governments in the Johnson Creek watershed is proposed to continue during Federal fiscal year 2020. In 1999, Clackamas County Service District No. 1, a part of Water Environment Services, joined this long-term study. Other local governments who plan to participate this year include the Cities of Gresham, Milwaukie, and Portland, Multnomah County, and the East Multnomah County Soil & Water Conservation District. Funds would be used by the USGS to maintain a network of several continuous creek water quality and/or flow monitoring stations, and to maintain an existing network of monitoring stations which measure groundwater levels. The benefits of the overall Project include:

- Compliance with Willamette River Total Maximum Daily Load Implementation Plan strategy for Johnson Creek.

- High quality and water quality data flow data, which can be used to: 1) revise FEMA floodplain maps, and 2) calculate the river's pollutant mass loads (i.e. pounds of phosphorus/day) when combined with water quality data.
- Public access to real-time and historic water quality and flow conditions from various locations in the watershed via the USGS' website.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

District staff respectfully recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the Joint Funding Agreement between Water Environment Services and the U.S. Geological Survey for Johnson Creek Monitoring.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Greg Geist", written over a horizontal line.

Greg Geist, Director  
Water Environment Services



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Oregon Water Science Center

2130 SW 5th Avenue

Portland, OR 97201

<http://or.water.usgs.gov/>

August 8, 2019

Ron Wierenga  
Surface Water Manager  
Water Environment Service  
150 Beavercreek Road  
Oregon City, Oregon 97045

Dear Mr. Wierenga,

The U.S. Geological Survey (USGS), Multnomah County, City of Gresham, City of Portland, East Multnomah Soil and Water Conservation District, City of Milwaukie, and Clackamas County's Water Environment Services (WES) collaboratively maintain the operation of the Johnson Creek hydrologic monitoring program (14211400, 14211499, 14211500, 14211550) in the Johnson Creek Basin, Oregon. This letter and subsequent joint-funding agreement (JFA) provide the mechanism to continue this relationship and collaboration in Federal fiscal year (FFY) 2020 (October 1, 2019 through September 30, 2020).

The combined cost to maintain these gages for USGS and WES will be \$15,400. The USGS will provide \$5,400 of Cooperative Matching Funds and WES will provide \$10,000. Enclosed is a signed original of our standard JFA for the project covering the period October 1, 2019 through September 30, 2020.

Please sign and return one fully-executed original to Peter Koestner at [pkoestner@usgs.gov](mailto:pkoestner@usgs.gov). The signed agreement is not a bill and no funds are required at this time; rather, the agreement is our legal authority that permits the work to be done and authorizes USGS to accept funds. The USGS Water Resources Cooperative Program operates under the authority of statute 43 USC 50, which allows us to perform this work. The Oregon Water Science Center DUNS number is 137883463.

Federal law requires that we have a signed agreement to continue this work; therefore, please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned in the near future, please contact Keith Overton at (503) 251-3246 or email [koverton@usgs.gov](mailto:koverton@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). We can bill you on a specific date if that is more convenient relative to your fiscal year planning and budgeting process. Please allow 30 days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Andrew Kerslake at (503) 251-3253.

The results of all work under this agreement will be available for publication by USGS in collaboration with the CWS. During the course of this jointly planned activity and partnership, USGS may provide unpublished USGS data or information to your office for scientific peer and

(or) courtesy review. Guidance concerning USGS's non-disclosure policy will be provided with any review material and is further explained in USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Sincerely,

JAMES CRAMMOND Digitally signed by JAMES  
CRAMMOND  
Date: 2019.08.08 10:42:22 -07'00'

James D. Crammond  
Center Director

Cc: To file, available upon request

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000001801  
Agreement #:  
Project #:  
TIN #: 93-6002286

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and Water Environment Services, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of the Johnson Creek hydrologic monitoring program (14211400, 14211499, 14211500, 14211550) in the Johnson Creek Basin, Oregon., herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,400 by the party of the first part during the period October 1, 2019 to September 30, 2020
- (b) \$10,000 by the party of the second part during the period October 1, 2019 to September 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program: 4 Way split + CMF

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).



Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000001801  
Agreement #:  
Project #:  
TIN #: 93-6002286

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Keith Overton  
Supv. Hydrologist Data Chief  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3246  
Fax: (503) 251-3470  
Email: koverton@usgs.gov

**Customer Technical Point of Contact**

Name: Ron Wierenga  
Environmental Services Manager  
Address: Water Environmental Services 15941 S.  
Agness Avenue  
Oregon City, Oregon 97045  
Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@clackamas.us

**USGS Billing Point of Contact**

Name: Andrew Kerslake  
Administrative Officer  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3253  
Fax:  
Email: kerslake@usgs.gov

**Customer Billing Point of Contact**

Name: Ron Wierenga  
Environmental Services Manager  
Address: Water Environmental Services 15941 S.  
Agness Avenue  
Oregon City, Oregon 97045  
Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@clackamas.us

U.S. Geological Survey  
United States  
Department of Interior

Water Environment Services

JAMES  
CRAMMOND

Signature  
Digitally signed by JAMES  
CRAMMOND  
Date: 2019.08.08 10:42:53 -07'00'

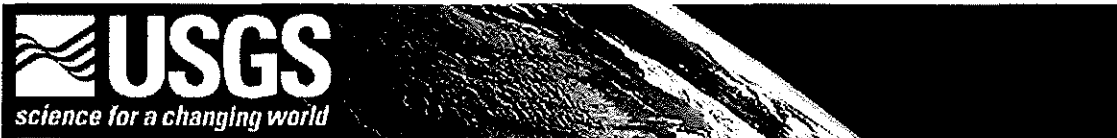
By \_\_\_\_\_  
Name: James D. Crammond  
Title: Center Director

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:



**Hydrologic Monitoring in the Johnson Creek Basin, Oregon  
Water Years 2020-2024**

Prepared by:

Adam Stonewall (*stonewal@usgs.gov*)  
U.S. Geological Survey  
Oregon Water Science Center  
2130 SW 5<sup>th</sup> Ave  
Portland, Oregon, 97201

Prepared for:

City of Portland, Bureau of Environmental Services  
1220 SW 5<sup>th</sup> Ave, Room 1000, Portland, OR 97204

City of Gresham, Dept. of Environmental Services  
1333 NW Eastman Pkwy, Gresham, OR 97030

City of Milwaukie  
6101 SE Johnson Creek Blvd, Milwaukie, OR 97206

Multnomah County  
1620 SE 190th Ave, Portland, OR 97233

Clackamas County's Water Environment Services  
150 Beaver Creek Road, Oregon City, OR 97045

East Multnomah Soil and Water Conservation District  
5211 North Williams Avenue, Portland, Oregon 97217

July 12, 2019

## **PURPOSE**

Numerous public agencies and organizations are responsible for water quality and stormwater management, endangered species and habitat protection, and watershed restoration and protection in the Johnson Creek watershed. To make wise land-use decisions for the benefit of people and wildlife ecology in the area, decision-makers need information and interpretation of the hydrology of the Johnson Creek basin.

A cooperative study between the U.S. Geological Survey (USGS) and municipalities in the Johnson Creek basin began in 1998. Current cooperators are the cities of Portland, Gresham, and Milwaukie, Multnomah County, East Multnomah Soil and Water Conservation District and Clackamas County's Water Environment Services including Happy Valley. This 5-year plan, for Water Year (WY) 2020-2024 (October 2019 through September 2024) builds on the understanding derived from two decades of study and anticipates needs for further understanding of hydrologic issues in the Johnson Creek watershed. Results from this study provide insight into interaction of the groundwater and surface-water systems, and implications for water quantity and quality in an urbanizing area.

## **BACKGROUND**

A need to understand Johnson Creek flooding was the basis of the original study and cooperative agreement. Through the collection of surface and groundwater data, occurrences of Holgate Lake (an ephemeral lake in southeast Portland) and elevated streamflow levels of Crystal Springs Creek (a tributary located near the mouth of Johnson Creek) and other springs were attributed to elevated groundwater levels in the basin, which resulted from increased levels of recharge during the abnormally wet water years of 1996 and 1997 (Lee and Snyder, 2009). The same study also found that a disproportionate (relative to drainage area) amount of annual streamflow originates from the upper half of the watershed. This has relevance to land-use planning and management of stormwater in the watershed.

Results from the study provide understanding of low (summer) streamflows of Johnson Creek. Streamflow of the lower 5 miles of the creek is dominated by groundwater discharge, and varies depending on recharge conditions. Upstream of the Sycamore gage, which is located near the intersection of SE 148th & Foster Road in Portland, summertime streamflow is minimal.

In addition to providing insight into quantity of streamflow, data collection and interpretation have provided increased understanding of water quality in the Johnson Creek basin. Pesticide and sediment data collected in 1989 and 2002 indicated a linkage of suspended sediment to organochlorine pesticides (DDT, for example). The more recent sampling indicated a decline in pesticide concentration for a given sediment concentration.

Turbidity data and sediment data collected since 2006 were analyzed in a Scientific Investigations Report (Stonewall and Bragg, 2012). The study found that on average 1,890 and 4,640 annual tons of suspended-sediment are transported past the Gresham and Milwaukie streamflow gages, respectively. Although a disproportionately higher (relative to drainage area) amount of suspended-sediment originates upstream of the Gresham gage, the majority of this discrepancy can be explained by higher streamflow yield rather than higher suspended-sediment concentration. In addition, the study showed that approximately 50% of suspended-sediment is transported during the highest 1% of streamflows, suggesting that management of stormwater during flooding may be a more cost-effective solution for limiting sediment-borne contaminants in the creek than other options.

Historic streamflow data, high water marks and local knowledge were used for inundation studies in the Johnson Creek watershed. Annual exceedance probabilities and flood inundation maps were developed for Crystal Springs Creek (Stonewall, 2014; Stonewall and Hess, 2014). Digital flood-inundation maps were created for a 12.9-mile reach of Johnson Creek. The flood-inundation maps depict estimates of water depth and areal extent of flooding from the mouth of Johnson Creek to just upstream of Southeast 174th Avenue in Portland, Oregon (Stonewall and Beal, 2017). Each flood-inundation map is based on a specific water level and associated streamflow at the USGS streamgage, Johnson Creek at Sycamore, Oregon (14211500), which is located near the upstream boundary of the maps. The maps produced by the USGS and the forecasted flood hydrographs produced by National Weather Service River Forecast Center can be accessed through the USGS Flood Inundation Mapper Web site (<http://wimcloud.usgs.gov/apps/FIM/FloodInundationMapper.html>).

Stream temperature data indicate general warming of Johnson Creek from the upper basin to the lower basin, and a distinct effect from groundwater discharge to the creek. Large, relatively shallow ponds in the Johnson Creek watershed result in summertime warming of the Creek. Although the source of flow to Crystal Springs Creek is relatively cool groundwater, summertime warming due to ponds results in a net increase in temperature of Johnson Creek downstream of the inflow of Crystal Springs Creek.

Crystal Springs Lake is fed by a number of cold-water springs that average around 13.0 °C. However, solar heating and the residence time in the lake result in elevated temperatures that routinely exceed the 18.0 °C Oregon Department of Environmental Quality summer criterion for salmonid rearing and migration. Model results have shown that improved lake management scenarios may result in a decrease in 7-day average of daily maximum values by about 2.0–4.7 °F (1.1 –2.6 °C) for outflow from Crystal Springs Lake during warmest part of the year (Buccola and Stonewall, 2016) .

Products from the cooperative study since 1998 include both data and interpretive reports. Groundwater data include both periodic water-level observations and records from continuous water-level recorders. Surface-water data include streamflow, temperature, turbidity and suspended-sediment data. Interpretive products consist of a report on pesticides and sediment (Tanner and Lee, 2004), a report on the groundwater and surface water hydrology of the Johnson Creek basin (Lee and Snyder, 2009), a report on sediment loading at the Gresham and Milwaukie sites on Johnson Creek (Stonewall and Bragg, 2012), a fact sheet intended for a less technical audience summarizing findings from the past decade's study (Williams and others, 2010), a webpage detailing the calculation of annual exceedance probabilities in Crystal Springs Creek (Stonewall, 2014), a report detailing the development of a temperature model used to evaluate management scenarios for Crystal Springs Creek (Buccola and Stonewall, 2016), a report detailing the evaluation of flood inundation maps for Crystal Springs Creek (Stonewall and Hess, 2016), a report detailing the development of flood-inundation maps for Johnson Creek (Stonewall and Beal, 2017), a report detailing sub-basin hydrology in upper Johnson Creek (in progress) and a follow-up report on streamflow, turbidity and suspended-sediment in the upper Johnson Creek basin (in progress).

## **PROBLEM**

To make wise land-use decisions for the benefit of people and wildlife ecology in the area, decision-makers need information and interpretation of the hydrology of the Johnson Creek basin. Streamflow data are needed to:

- assess real-time flooding hazards,
- assess the effectiveness of restoration efforts,
- quantify water-borne contaminants, also
- historical streamflow data are needed for engineering and watershed management designs.

Water quality data such as temperature, turbidity and suspended-sediment data are needed to:

- evaluate efforts at meeting Total Maximum Daily Load (TMDL) standards, and
- evaluate and prioritize restoration efforts.

Groundwater data are needed to:

- predict low and high streamflow at key springs in the lower watershed,
- design stormwater facilities,
- predict flooding around Holgate Lake,
- update groundwater elevation maps,
- evaluate the effects of regional development on groundwater levels,
- determine the direction of groundwater flow in the basin,
- monitor short and long-term changes in groundwater recharge, storage and flow direction, and
- monitor the effects of climate variability in the basin.

Previous studies and reports have detailed suspended sediment at the USGS gages 14211400 (Johnson Creek at Regner Road, at Gresham, Oregon), and 14211550 (Johnson Creek at Milwaukie, OR), but a more detailed investigation of basin-wide sediment transport would be beneficial. Some sediment data are collected by local agencies (Cities of Portland and Gresham, and the East Multnomah Soil and Water Conservation District), but these data are not currently incorporated into a basin-wide analysis. In addition, local agencies collect sediment by examining Total Suspended Solids (TSS). The method for determining TSS was originally analysis of wastewater, and research by the USGS has shown that TSS is “fundamentally unreliable” for the analysis of natural-water samples (Gray and others, 2000). An analysis is needed to examine and quantify the local relationship between TSS and Suspended-Sediment Concentration (SSC). In addition, little is known about the types of contaminants sorbed to suspended-sediment in Johnson Creek.

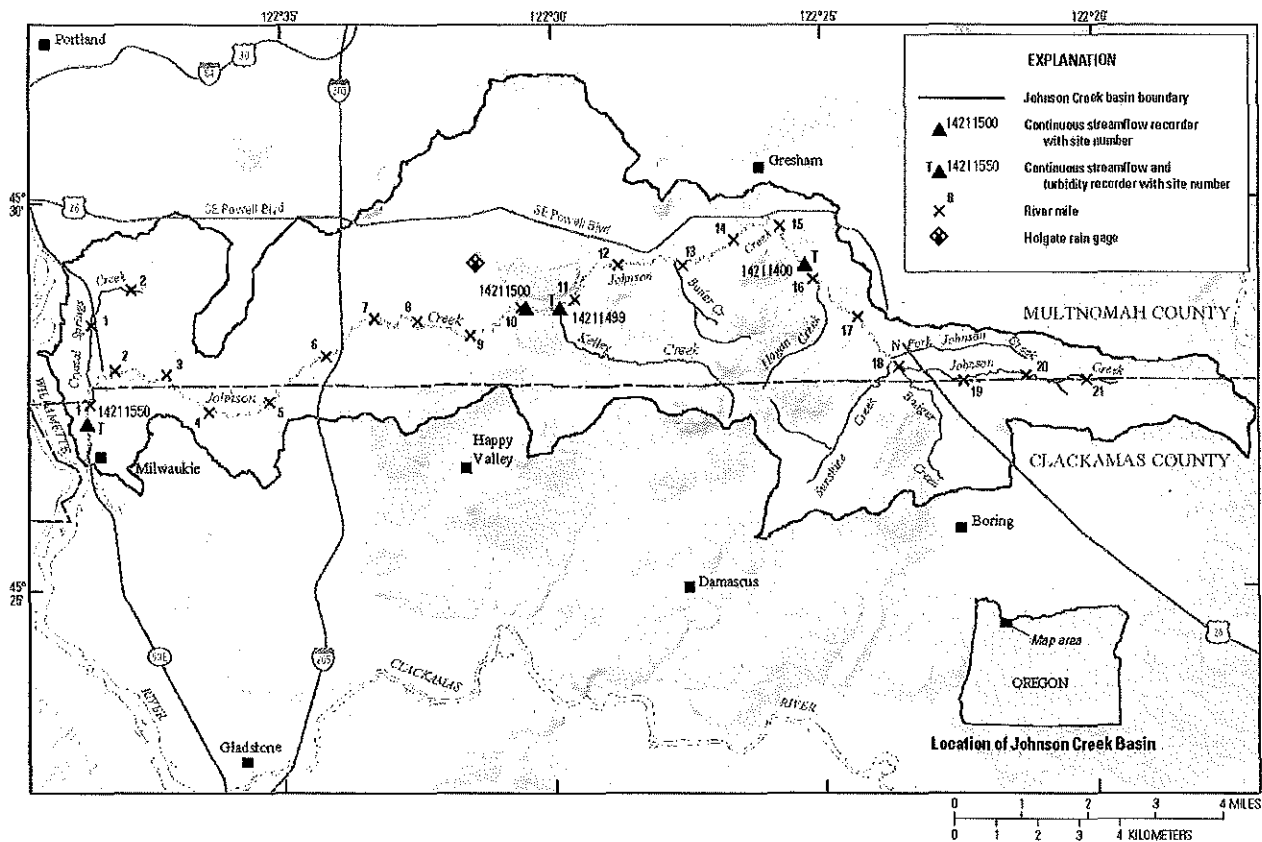


Figure 1. Location of study area and streamflow-gaging stations used for temperature and turbidity monitoring, Johnson Creek basin, Oregon.

## OBJECTIVES

- Continue to collect streamflow data to assess flooding hazards real-time, and to further inform management decisions.
- Continue to collect temperature and turbidity data to assess restoration efforts and monitor stream health.
- Continue to collect groundwater data to predict spring streamflow, flooding at Holgate Lake, and to provide groundwater data to UIC Program/Stormwater WPCF Permit Programs .
- Collect sediment and turbidity data to further the understanding of processes that drive sediment transport in the Johnson Creek watershed, and to predict where restoration efforts may result in the greatest reduction in unwanted sediment transport.

## CURRENT RELEVANCE AND BENEFITS

The project is relevant to the objectives of the USGS Federal-State Cooperative Program:

- **HYDROLOGIC HAZARDS:** One focus of the study in this highly urbanized basin relates to hydrologic hazards in an area that is undergoing significant changes in land use. Flooding, both from rainfall events and from rising ground-water levels has damaged properties. Real-time data from monitoring sites in the basin are being used by cooperating agencies to make decisions regarding these hazards.

- **WATER QUALITY:** Analysis of stream temperature and turbidity data provide insight into the effects of land-use practices. Stream and riparian-area restoration projects, conversion of agricultural land to urban uses, changes in land use that affect recharge (and eventual discharge to streams), and modification of the network of urban storm-drains may have effects on both stream temperature and turbidity.
- **INTERACTION BETWEEN SURFACE WATER AND GROUND WATER:** Understanding the groundwater flow system is necessary to analyze changes in streamflow in the basin. Spring flows have caused flooding in the lower part of the basin. Groundwater discharge to streams is the primary source of summertime streamflow. Understanding the movement of groundwater and its eventual discharge to streams helps maintain both the quantity and quality of summertime streamflow in the Johnson Creek basin.

The project is relevant to the objectives of the following municipalities:

#### **City of Gresham**

- Surface monitoring: to inform design and on-going effectiveness of restoration and engineering projects
- Groundwater monitoring: to determine effectiveness of stormwater management in developing communities
- Water quality: provides data to evaluate whether TMDL and other goals are being met.

#### **City of Milwaukie**

- Surface monitoring: to inform design and on-going effectiveness of restoration and engineering projects
- Flooding: real-time streamflow data used to predict and prepare for flood events.

#### **City of Portland**

- Sub-watershed planning: to provide baseline and ongoing data to determine effectiveness of restoration and stormwater management practices
- Continuation of data on surface and groundwater: to inform design and on-going effectiveness of restoration and engineering projects
- Water quality: provides data to evaluate whether TMDL and other goals are being met.
- Flooding: real-time streamflow data used to predict and prepare for flood events.

#### **Clackamas County Water Environment Services**

- Surface water monitoring: to inform design and on-going effectiveness of restoration and engineering projects
- Continue to collect groundwater data to support the Stormwater WPCF Permit Program
- Surface Water quality: provides data to assist with evaluating whether TMDL WLAs/LAs and Watershed Health goals are being met.

#### **Multnomah County**

- Water quality: understanding water quality impacts from rural unincorporated County areas for TMDL pollutants.
- Water quantity: understanding drainage issues and needs from rural areas and their impact on County road drainage systems.
- Watershed health: provides baseline and ongoing data to determine the effectiveness of coordinated restoration activities through the Interjurisdictional Committee of Johnson Creek.

## **East Multnomah Soil and Water Conservation District**

- Water quality: understanding water quality impacts from rural unincorporated areas for TMDL pollutants.
- Water quantity: understanding drainage issues and needs from rural.
- Watershed health: provides baseline and ongoing data to determine the effectiveness of coordinated restoration activities through the Interjurisdictional Committee of Johnson Creek.

## **APPROACH**

In general, the network of groundwater, streamflow, stream temperature and turbidity sites developed over the previous several years will be continued. Focused data-collection efforts occur in some years, and are followed by interpretive reports. All data and reports are available at: <https://or.water.usgs.gov/proj/or175/index.html>.

Groundwater data collection and analysis will build upon the work done in the Portland Basin Groundwater Study (McFarland and Morgan, 1996), by Snyder (2008), and specifically in the Johnson Creek basin by Lee and Snyder (2009), providing understanding of the interaction between the aquifer system, springs, and Johnson Creek. The groundwater data collection network will consist of two continuous water-level recorders, monitoring water-level changes that occur in response to specific precipitation (recharge) events and that may result in increased discharge to springs. The current network of recorders will be augmented by 10 observation wells.

Streamflow measurements are made to provide understanding of the temporal and spatial distribution of groundwater discharge to Johnson Creek and tributary streams. Streamflow measurements other than those made at stream gages for surface water records are typically made on an ad hoc basis, such as those made in the summers of 2012 and 2013 in support of the Johnson Creek Watershed Council/IJC bacteria study, and those made in conjunction with suspended-sediment studies.

The surface water network consists of streamflow sites on Johnson Creek at Regner Road in Gresham, Sycamore in Portland, and at SE Milport Road in Milwaukie, and on Kelley Creek. Another gage will be added at Crystal Springs Creek near Bybee Street in late FY 2019. Data from each site consists of real-time water level, streamflow, and stream temperature. Turbidity sensors are located at the Gresham and Milwaukie sites.

Continuation of the streamflow sites amounts to about one third of the budget for each year and is critical to understanding long-term trends in the basin. Streamflow data from the Sycamore site, operated continuously since 1940, represents one of the longest periods of record on an urban stream in Oregon. Streamflow data have been collected at the Milwaukie site since 1989. More recently, data collection began at Johnson Creek in Gresham (1998), and on Kelley Creek (2000). The streamflow monitors in the upper part of the Johnson Creek basin and on Kelley Creek are in place to track flow-response characteristics in areas undergoing (or expected to undergo) changes in land use. Annual streamflow volume at each site contributes to understanding of the water balance in the basin, and relative contribution of runoff and groundwater discharge to the upper, middle, and lower parts of the Johnson Creek basin. As changes continue to occur in the basin, such as increases in impervious area, and routing of storm runoff to drywells and stormwater detention ponds, flow volume calculated at the streamflow sites will help identify the affects of these changes on the hydrology of Johnson Creek. Peak streamflow is



used for calculation of flood frequency and assessment of the effect of ongoing land-use change in the basin. Low-flow streamflow data provide baseflow information, critical in understanding the contribution of groundwater to the stream. In real time, stream level is used for emergency planning and preparedness of residents and businesses in the area. Long-term stream temperature data will provide insight into the effectiveness of measures to mitigate the effects of stream warming that is characteristic of an urban setting. Modeling, both hydraulic (flow and water level), and water quality (primarily stream temperature) has been done in the basin over the past decades for multiple purposes by various agencies, researchers, and consultants. The foundation of successful modeling is the long-term data such as is collected in this project. Finally, streamflow data, especially from sites with relatively stable land-use patterns can be used to evaluate and track the effects of climate change.

In addition to the core data collection of surface water, groundwater and water quality data, other specific elements of the program for WY 2020-2024 are identified below:

#### **WY 2020-2023**

*Sediment:* Three 'roving' turbidity gages will be installed in the watershed and moved to new locations each year. These gages will provide 15-minute turbidity data and be placed in areas that either have known sediment issues, are of particular interest to one or more cooperators, provide insight into current, recent or future restoration efforts, or provide insight into the overall sediment budget of Johnson Creek or one of its main tributaries.

Suspended-sediment sampling will take place at the roving gages in order to develop a relationship between turbidity and suspended-sediment concentration (SSC). In addition, a select number of samples will also be analyzed for TSS in order to develop a TSS-SSC relationship, and to ascertain if this relationship is relatively constant throughout the watershed. The computed turbidity-SSC relations will be used to calculate suspended sediment loads at the roving gages. These loads will be compared against the sediment loading at the long-term stations (Regner Road at Gresham and Millport Road at Milwaukie) to ascertain how 'productive' each location is (pounds of sediment per square mile of drainage area), and to evaluate how much sediment was transported in Johnson Creek compared to average years.

#### **WY 2024**

*Report: Sediment Analysis for the Johnson Creek Basin.* This report will analyze the four years of sediment, turbidity and streamflow data collected in the Johnson Creek Watershed.

### **QUALITY ASSURANCE/QUALITY CONTROL**

Streamflow data will be collected according to the Oregon Water Science Center Surface Water Quality Assurance/Quality Control Plan. Temperature, sediment and turbidity data will be collected according to Wagner and Others (2006). Groundwater data will be collected according to the Quality-Assurance Plan for District Groundwater Activities of the U.S. Geological Survey (Brunett and others, 1997). All data collected by volunteers will be reviewed by qualified USGS personnel.

### **REPORTING AND PRODUCTS**

Progress will be relayed to the cooperators through regular meetings. The primary contact is through the Johnson Creek Interjurisdictional Committee, which meets monthly. Updates will occur as needed throughout the project. All data collected will be archived in the USGS National Water Information System, and through the interpretive report indicated above.

## REFERENCES

- Brunett, J.O., Barber, N.L., Burns, A.W., Fogelman, R.P., Gillies, D.C., Lidwin, R.A., and Mack, T.J., 1997, A quality-assurance plan for district ground-water activities of the U.S. Geological Survey: U.S. Geological Survey Open-File Report 97-11, accessed March 2004, at URL: <http://water.usgs.gov/ogw/pubs/OFR9711/index.html>
- Buccola, N.L., and Stonewall, A.J., 2016, Development of a CE-QUAL-W2 temperature model for Crystal Springs Lake, Portland, Oregon: U.S. Geological Survey Open-File Report 2016-1076, 26 p., <http://dx.doi.org/10.3133/ofr20161076>.
- Gray, J.R., Glysson, G.D., Turcios, L.M., and Schwarz, G.E., 2000, Comparability of suspended-sediment concentration and total suspended solids data: U.S. Geological Water Resources Investigations Report 00-4191, 14 p.
- Lee, K.K., and Snyder, D.T., 2009, Hydrology of the Johnson Creek basin, Oregon: U.S. Geological Survey Scientific Investigations Report 2009-5123, 56 p.
- McFarland, W.D., and Morgan, D.S., 1996, Description of the ground-water flow system in the Portland Basin, Oregon and Washington: U.S. Geological Survey Water-Supply Paper 2470-A, 58 p.
- Risley, John, Stonewall, Adam, and Haluska, Tana, 2008, Estimating flow-duration and low-flow frequency statistics for unregulated streams in Oregon: U.S. Geological Survey Scientific Investigations Report 2008-5126, 22 p.
- Snyder, D.T., 2008, Estimated depth to ground water and configuration of the water table in the Portland, Oregon area: U.S. Geological Survey Scientific Investigations Report 2008-5059, 40p.
- Stonewall, Adam, 2014, Water levels at the 0.01 annual exceedance probability at the Glenwood Street and Bybee Boulevard crossings of Crystal Springs Creek, Portland, Oregon: U.S. Geological Survey Webpage, <http://dx.doi.org/10.5066/F7ZK5DP0>
- Stonewall, A.J., and Beal, B.A., 2017, Developing flood-inundation maps for Johnson Creek, Portland, Oregon: U.S. Geological Survey Scientific Investigations Report 2017-5024, 26 p., <https://doi.org/10.3133/sir20175024>.
- Stonewall, A.J., and Bragg, H.M., 2012, Suspended-sediment characteristics for the Johnson Creek basin, Oregon, water years 2007-10: U.S. Geological Survey Scientific Investigations Report 2012-5200, 32 p.
- Stonewall, Adam, and Hess, Glen, 2016, Evaluation of flood inundation in Crystal Springs Creek, Portland, Oregon: U.S. Geological Survey Open-File Report 2016-1079, 33 p., <http://dx.doi.org/10.3133/ofr20161079>.
- Tanner, D.Q., and Lee, K.K., 2004, Organochlorine pesticides in the Johnson Creek Basin, Oregon, 1988-2002: U.S. Geological Survey Scientific Investigations Report 2004-5061, 36p.
- Wagner, R.J., Boulger, R.W., Jr., Oblinger, C.J., and Smith, B.A., 2006, Guidelines and standard procedures for continuous water-quality monitors- Station operation, record computation, and data reporting: U.S. Geological Survey Techniques and Methods 1-D3, 51 p. + 8 attachments; accessed May 12, 2014 at <http://pubs.water.usgs.gov/tm1d3>.
- Willlams, J.S., Lee, K.K., and Snyder, D.T., 2010, Hydrology of Johnson Creek basin, a mixed-use drainage basin in the Portland, Oregon, metropolitan area: U.S. Geological Survey Fact Sheet 2010-3030, 4 p.

## TIMELINE

Standard time series of surface-water, water-quality and groundwater data will be archived on an annual basis. Sediment and turbidity data collection and the associated report will follow the proceeding timeline:

Calendar year	2020-2023	2024
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Federal Fiscal Year	2020-2023				2024			
Fiscal Year Quarter	1	2	3	4	1	2	3	4
Sediment/Turbidity Data Collection	■	■	■	■				
Technical Documentation					■	■	■	
In-house and Section Chief Review							■	■

**PERSONNEL**

The project chief will be a Hydrologist with experience in collecting hydrology data and writing hydrology reports. The project chief will be assisted by Oregon Water Science Center staff including: Hydrologists, Hydrologic Technicians, the Surface-Water Specialist, the Water-Quality Specialist and the Groundwater Specialist.

## BUDGET SUMMARY

Federal fiscal year/ Project element	2020 10/19 to 9/20	2021 10/20 to 9/21	2022 10/21 to 9/22	2023 10/22 to 9/23	2024 10/23 to 9/24
Streamflow and temperature sites: Johnson Creek at Gresham, Sycamore, Milwaukie, and Kelley Creek	\$103,040	\$107,080	\$111,320	\$114,560	\$117,400
Turbidity (Gresham and Milwaukie)	\$38,090	\$39,610	\$41,200	\$42,850	\$44,560
Groundwater sites: Periodic and continuous recorders	\$8,820	\$9,090	\$9,360	\$9,640	\$9,930
Sediment Focus	\$12,200	\$12,200	\$12,200	\$12,200	
Report					\$13,000
Project management	\$12,150	\$12,220	\$11,920	\$13,050	\$13,710
Total	\$174,300	\$180,200	\$186,000	\$192,300	\$198,600
Funding distribution					
USGS	\$61,100	\$63,300	\$65,500	\$67,800	\$70,200
City Portland	\$47,100	\$48,700	\$50,400	\$52,200	\$54,000
City Gresham	\$24,400	\$25,300	\$26,200	\$27,100	\$28,000
City Milwaukie	\$11,000	\$11,400	\$11,800	\$12,200	\$12,600
Water Environment Services (includes City of Happy Valley)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Multnomah County	\$8,100	\$8,400	\$8,600	\$9,000	\$9,300
East Multnomah SWCD	\$12,600	\$13,100	\$13,500	\$14,000	\$14,500
Cooperator total	\$113,200	\$116,900	\$120,500	\$124,500	\$128,400